(6) (6)

Nos. 85-1626 and 85-2010

IN THE

Supreme Court of the United States

OCTOBER TERM, 1986

CHARLES GOODMAN, *et al.*,
Petitioners,

v.

LUKENS STEEL COMPANY, *et al.*,
Respondents.

UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC, *et al.*,
Petitioners,

v.

CHARLES GOODMAN, *et al.*,
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Third Circuit

JOINT APPENDIX

(Volume II, Pp. 321-732)

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EXCERPTS FROM EXHIBITS ADMITTED INTO EVIDENCE IN THE DISTRICT COURT

PLAINTIFF'S EXHIBIT 15

SUPPLEMENTAL AGREEMENT ON TRADE AND CRAFT JOBS IN ACCORDANCE WITH THE AGREEMENT DATED OCTOBER 20, 1965

1. The provisions of this agreement shall become effective on January 1, 1966 and shall continue in effect during the term of the basic Labor Agreement dated October 20, 1965.

2. (a) The job classification of each Trade and Craft job listed in Appendix A hereto shall be increased by adding to the present numerical classification in Factor 7 a separately identified Trade and Craft convention of 2.0.

(b) The job class of any related job which requires the skills of a fully qualified craftsman shall be increased two job classes on a negotiated basis. (Examples of jobs covered by this provision are given in Appendix B hereto).

3. A Millwright or Motor Inspector job shall be a job which on December 31, 1965:

(a) was identified by one of such titles; or

(b) consisted of duties substantially the same as those identified by the title of Millwright or Motor Inspector in the Manual.

4. An employee who on December 31, 1965, is a regular incumbent of a job covered by paragraph 3 shall be slotted as of January 1, 1966, in a Millwright or Motor Inspector job in the following manner:

(a) An employee who at any time during the six consecutive calendar months ending December 31, 1965, was a regular incumbent of a Millwright or Motor Inspector job or a job of equal job class to which subparagraph 3(b) applies shall be slotted in Grade A (in the standard rate of the applicable Trade and Craft job); and

(b) An employee who at any time during that period was a regular incumbent in Grade A of a standard job class 12 (Mechanical or Electrical) Repairman job to which subparagraph 3(b) applies shall be slotted in Grade B (in the intermediate rate of the applicable Trade and Craft job); and

(c) An employee who at any time during that period was a regular incumbent in Grade B or C of a standard job class 12 (Mechanical or Electrical) Repairman job to which subparagraph 3(b) applies shall be slotted in Grade C (in the starting rate of the applicable Trade and Craft job).

5. Existing practices in respect of demotion from Trade and Craft jobs (including those practices which govern Millwright and Motor Inspector jobs as defined in paragraph 3) to jobs of lower job classes in connection with the decreasing of the working force shall continue in effect. However, an employee who has qualified as a craftsman and who is demoted from a Trade and Craft job in connection with a force reduction may thereafter fill a vacancy in the craft for which he is qualified without further determination of his qualifications.

6. On or after January 1, 1966:

(a) An employee who is not covered by paragraph 4 whose service has not been broken on or after July 1, 1965, and who is entitled to fill a vacancy in a Millwright or Motor Inspector job shall be deemed to be a qualified craftsman, if during the period from July 1 to and including December 31, 1965, he was at any time a regular

incumbent of a job covered by paragraph 3. He shall be slotted in the appropriate Trade and Craft grade in the manner specified in paragraph 4.

(b) An employee, other than an employee covered by subparagraph (a), whall be eligible to fill a permanent vacancy only if he has qualified as a craftsman in accordance with the arrangements referred to in subparagraph 7(a).

(c) If a temporary vacancy cannot be filled by an employee who has qualified as a craftsman in accordance with paragraph 4 or subparagraph 6(a) or 7(a), an employee who has not qualified as a craftsman may fill a temporary vacancy in a Millwright or Motor Inspector job. In that case, he shall be temporarily classified as a Millwright C or a Motor Inspector C, but he shall not be considered a craftsman until the Management has determined he has qualified in accordance with subparagraph 7(a).

7. (a) The arrangements heretofore in effect for entrance into a craft job shall continue in effect and similar arrangements shall be established for Millwright and Motor Inspector jobs.

(b) The established arrangements for advancement within a craft shall apply to an employee assigned to Grade B (intermediate rate) or Grade C (starting rate) of a Millwright or Motor Inspector job. The regular interval(s) of 1040 hours for advancement within a craft shall commence on January 1, 1966, for employees slotted in accordance with subparagraphs 4(b) and 4(c).

8. The Company as of the date of this agreement does not intend to establish Gang Leader jobs for the Millwright and Motor Inspector jobs, although it reserves the right to do so. If such jobs are established the Company will comply with the provisions of the basic Labor Agreement.

9. The Company and the Union agree that the job of Sheeter (2315-512) will be upgraded two job classes in view of the extenuating circumstances that exist in the Sheet-Tin-Paint seniority unit. The Union further agrees not to use this instance as a precedent or support of its position in any disputes it may have with the Company regarding the upgrading of any other job(s) not covered by this agreement.

10. Employees slotted in accordance with subparagraph 4(b) and 4(c) and those covered by paragraph 9 will be paid the assigned rates retroactively to January 1, 1966.

(a) The standard hourly wage rates, incentive calculation rates, hourly additives, and trade and craft additive for the Trade and Craft jobs of Millwright or Motor Inspector are those listed below:

		Effective January 1, 1966			
		Non-Incentive	Incentive		
	Job Class	Appendix A Standard Hourly Wage Rate	Standard Hourly Wage Rate	Hourly Additive	Trade or Craft Additive
Millwright or Motor Inspector			(Incentive) (Calculation Rate)		
Standard	16	$3.407	$2.94	$.321	$.146
Intermediate	14	3.261	2.80	.315	.146
Starting	12	3.115	2.66	.309	.146
		Effective August 1, 1967			
Millwright or Motor Inspector					
Standard	16	$3.495	$2.94	$.405	$.150
Intermediate	14	3.345	2.80	.395	.150
Starting	12	3.195	2.66	.385	.150

(b) The standard hourly wage rates, incentive calculation rates and hourly additives as negotiated for the job of Sheeter are listed below:

		Non-Incentive	Incentive		
	Job Class	Appendix Standard Hourly Wage Rate	Standard Hourly Wage Rate	Hourly Additive	Negotiated Additive
		Effective January 1, 1966			
Sheeter	13	$3.188	$2.730	$.312	$.146
		Effective August 1, 1967			
Sheeter	13	$3.270	$2.730	$.390	$.150

11. The Company, as of the date of this agreement, does not intend to establish apprentice jobs in the Millwright or Motor Inspector jobs, although it reserves the right to do so. If such jobs are established, the Company will comply with the provisions of the basic Labor Agreement.

APPENDIX A

TRADE AND CRAFT JOBS

Blacksmith

Bricklayer

Carpenter

Electrician (Armature Winder)

Electrician (Lineman)

Electrician (Miscellaneous)

Electrician (Shop)

Electrician (Wireman)

Electronic Repairman

Instrument Repairman

Machinist

Millwright

Motor Inspector

Painter

Patternmaker

Pipefitter

Plumber

Rigger

Welder

APPENDIX B

RELATED JOBS

Combustion Man

Forgeman

Vacation scheduling for all types of vacations shall be administered as if separate Seniority Subdivisions still exist.

This Agreement applies only to the situation outlined herein and in no other way alters or amends the current basic Labor Agreement.

LUKENS STEEL COMPANY	UNITED STEELWORKERS OF AMERICA
by:	by:

[Signatures Omitted in Printing]

Date: February 24, 1966

PLAINTIFF'S EXHIBIT 28

Copeland, C. T. and Gary, W. H. Abstract of an Analysis of the Wonderlic Personnel Test as a Predictor of Job Success Among Three Employee Performance Groups.

As a result of the controversy throughout the nation by government, industry and labor union officials over use of psychological tests in employment practices a validation study of the Wonderlic Personnel Test was undertaken to determine its performance as a selection device at Lukens Steel Company.

Three separate sample groups of employees: present foremen, present bargaining unit personnel, and terminated employees, were examined to determine their performance on the Wonderlic Personnel Test and on five (5) measures of apparent job success. Each employee group was analyzed and the three (3) groups were compared in terms of their performance. Correlations were made between the Wonderlic and the five (5) job success criterion to determine the amount of significant association within each group, a multiple regression analysis was made to determine how well the Wonderlic predicted these success criterion, and an Analysis of Variance was completed on the three (3) employee groups to determine whether they were different in terms of their Wonderlic scores.

The results of this study indicated very low correlations in the main between the Wonderlic Personnel Test and the five (5) success criterion. The study also showed extremely poor predictability on the part of the Wonderlic in determining later job success measures. The exceptions to these findings were explained as occurring due to criterion contamination as a result of already existing selection procedures, and also because of the lack of variation in many of the measures. The fact that the Wonderlic's prediction performance measured on its abil-

ity to predict specific criterion scores rather than a range of scores also was a factor in the low correlations. The authors felt that the reasons for the low correlations cancelled themselves out, however, and that the Wonderlic's performance in association and prediction did not meet the requirements of a professional selection instrument.

The analysis of variance made to determine whether or not differences existed among the three (3) groups found that indeed such difference did exist. The direction of difference between the second and the third group, however, was opposite that of the test publishers' assumptions thereby supporting the authors' contention that the results of this part of the Analysis was due to present select procedures contaminating selection of the groups being analyzed.

Conclusions drawn by the authors, that the Wonderlic is a relatively ineffective selection devise in terms of its present use in predicting job success and in its association with job success criterion, were augmented by the writers' recommendations for further research activities that would shed even more light on the findings revealed in this study.

PLANTIFF'S EXHIBIT 29

September 20, 1968

SUBJECT: Wonderlic Personnel Test—Validation Study

TO: N. J. Domangue—Manager, Personnel Administration

FROM: J. A. Hall—Employment Manager

Attached is the report of preliminary study conducted by the Employment Department to determine the validity of the Wonderlic Personnel Test for proper selection and placement of hourly employees at Lukens.

Since we did not wish to "advertise" our efforts to the hourly workforce and Union officials, this study was based on personnel information presently on record and no attempt was made to contact employees to solicit additional data. The results and conclusions, therefore, are open to some criticism. However, the "weight of evidence" seems to be of sufficient magnitude to generally support the conclusions in the study and therefore provide a basis for determining what course of action we should now take in regard to our testing program.

Based on the results of this study, it appears we are unable to support the Wonderlic Personnel Test as a valid selection and placement tool for hourly personnel. Consequently, we are now at a point where we must expand our test research efforts in an attempt to develop a valid battery which, as you know, is a major undertaking. Further, it is particularly demanding at this time because we have to work against deadlines imposed by the federal government and contract commitments to the Union, and must be able to prove statistically the validity of a test battery in relationship to each hourly position or "family" of positions. In addition, such a battery

must meet several other rather stringent standards required by the federal government.

Accordingly, I think it is necessary that we hire a consultant who has "expert" knowledge of psychological testing in industry to help us in the development of an appropriate test battery. Although we possess the capability of performing this job ourselves, such a consultant should be able to provide expert guidance in such matters as validity studies on tests used by other firms, statistical techniques, construction of criterion measures, etc., and thereby shorten up the time usually required for such a major task.

I would like to discuss this study with you after you have had an opportunity to digest the information.

An additional copy of the report is attached for your possible distribution to Mr. Irwin.

PLAINTIFF'S EXHIBIT 57

July 5, 1949

Mr. Charles Kovacs, National Rep.
United Steelworkers of America (CIO)
147 East Chestnut Street
Coatesville, Pennsylvania

Dear Mr. Kovacs: Employees with Fifteen (15) Years or more Company Service who have Currently or will Subsequently Present Placement Problems

In accordance with our recent discussion of the above-mentioned subject and your request at that time, we are submitting herewith a list of those employees who have either already presented placement problems or who may at any time in the near future give rise to such problems. We must again request that you give serious consideration to our proposal as presented in a meeting held on June 9, 1949 concerning the establishment of a so-called Labor Pool. Immediate action should be taken to provide employment security with this Company for those long-service employees, most of whom, if subject to layoff at this time or subsequently currently have no basis for a job claim under the present seniority setup.

Very truly yours,
LUKENS STEEL COMPANY

/s/ Wm. C. Robinson
WM. C. ROBINSON
Asst. Director of
Industrial Relations

WCR:cpb
Enc.

CC: Mr. M. Reach, President Local #1165
Mr. V. Greenley, Chrm. Griev. Com. Local #1165

Bargaining Unit Employees with 15 or More Years
Their Present Seniority Lists Who Will Present Pl
These

Ck. #	Name	Age	Pos. #	Company Serv. Date	Seniorit Company
ALLOY DEPARTMENT					
2851	Harry Willis	37	013	8-17-33	5717

Willis, formerly employed in the Universal Rolling M
on the lay off list but can not perform heavy manual

FUEL & STEAM—Oil Pumping Station					
4526	F. H. Dorsheimer	44	111	3-20-23	9547

Dorsheimer has 26 years of service and he has an
formerly worked in the U. M. but was employed on t
that he was white he was not considered for placem
Labor Gang. It is our suggestion that due to the p
service in the 140" Labor Gang to protect him for t

Company Service Who Appear In The Lower Brackets of June 22, 1949
cement Problems in The Event of Additional Cutbacks in
Departments

as of 5/15/49		Other Seniority			Pos. on Seniority List in Relation to
Dept.	Sub-Div.	Amount	Dept.	Claim	Last Man as of 6/22/49
1317	1317	66	140" Labor	No	1
		4334	UM Rolling	No	
		4400	Total		

ill now working in the Alloy Department is the first man
labor due to the amputation of one hand.

* *

840	840	61	Const.-Lab.		1
		180	Cladding	No	
		165	140" Roll.	No	
		57	140" Head Mach.	No	
		6	140" Labor	No	
		8238	Univ. Mill (Closed)		
		8707	Total		

nfortunate circumstance which should be cleared up. He
e Shears and when the Mill closed down, due to the fact
nt on the Shears and other Mills but went to the 140"
culiar circumstances that he be given credit for his U. M.
e future.

* *

/s/ Charles R. Vandever

PLAINTIFF'S EXHIBIT 60

February 18, 1965

Mr. T. J. Ryan
Manager—Labor Relations

SENIORITY UNITS

There are 74 Seniority Subdivisions that make up the bargaining unit at Lukens Steel Company. Seven of these units are doomed to extinction since they are frozen. Of the 67 Seniority Subdivisions which will survive, 21 contain jobs which are rated at no higher than Job Class 8.

Lukens has spent much time and money on promoting "craftsmanship." The common image of the meaning of this word is the gradual development of a workman through a life or, at least, a career of increasing skill, knowledge, responsibility and pride of accomplishment. How can anyone expect any real results from attempts to stimulate Craftsmanship when the top job to which many can aspire is Job Class 8 or less?

It is a known fact that Lukens discriminated on the basis of color in the past when hiring employees for various Seniority Subdivisions. These acts of discrimination will remain facts until the employees, hired then, die, retire or quit. To refrain from actively seeking seniority realignments, where possible, to wipe out the shadows of past discrimination is to deny opportunity to older employees and extend opportunity to younger employees.

Seniority appears to me much as the weather appeared to Mark Twain when he said that everybody complains about it, but no one does anything about it. With 67 Seniority Subdivisions, we have 67 impenetrable walls dividing our work force. No one can argue that fewer seniority units would permit management more flexibility. What stands in the way of larger Seniority Sub-

divisions? Certainly not the inability to manage large seniority units. Today the six largest seniority units contain over 1,200 employees, or less than 10% of the seniority units contain almost 35% of the work force. With about 10% of the work force in the seniority pool, we realize that the balance, or 65% of the work force, is contained in 61 seniority units; or slightly over 1% per unit. Ability to manage needs not act as a bar to larger units.

Larger units have other advantages. Since vacations are scheduled by seniority units the larger units have a more level vacation load. Small units permit bunching of vacations in the summer time. Large seniority units permit a single employee to establish himself in a steady job. We have crane runners (our largest seniority unit) who have never been laid off. Large seniority units can't guarantee employment stability, but attrition numbers in large units are bigger than those in a small unit. This results in a given employee spending less time before he has a steady job.

Management should accept the challenge of convincing employees that larger seniority units have advantages in terms of job security, promotional opportunity and a chance to grow in their jobs through a lifelong career.

J. E. Muhs

Assistant Manager—Labor Relations

PLAINTIFF'S EXHIBIT 62

September 21, 1970

POSSIBLE COMBINATIONS OF SENIORITY UNITS

Industrial management generally conducts itself with respect to seniority in the same manner that Mark Twain claimed people reacted to the weather when he wrote "Everybody complains about the weather, but nobody does anything about it." Of course, one essential ingredient of any seniority system is stability—a seniority system which changes often is no seniority system at all.

We are inclined to think that the seniority system is a property of the hourly worker and management's role is to follow the system. The base of the seniority system is the subdivisional jurisdiction. These jurisdictional lines are drawn along a pattern which management established in grouping tasks into jobs and jobs into departments. Therefore, it can be argued that as management concepts change, the basic seniority jurisdictional alignment should change also.

The history of seniority subdivisions at Lukens shows that already significant progress has been made toward combining seniority units. Beginning with 75 seniority units some years ago, we find that two new units have been created, namely, Vertical Blasting and Strand Casting. During the same period of time, four seniority units have been frozen and are on their way to extinction (Engineers, Pressed and Formed Electrical Maintenance, Flame Cut Electrical Maintenance, and the Roll Shop). Another four units have been frozen and blocked (Welded Products Maintenance, Pressed and Formed Mechanical Maintenance, O.H. Maintenance-Repairmen, and O.H. Maintenance-Pipefitters) and are thereby in limbo and will no longer exist some day. This leaves 69 seniority

units which will remain forever unless agreement to change is achieved.

Why should this long-term trend be accelerated and more combinations effected in coming years?

First, we should examine the Standard Hourly Wage Scale. When first established on June 15, 1947, the rate of Job Class 24 (the highest job at Lukens) was more than 82% higher than Job Class 2, the lowest job at Lukens.

As of August 1, 1970, Job Class 24 was less than 65% higher than Job Class 2. In 1947, moving from Job Class 9 to Job Class 10 represented a 3% increase—today that same move results in a 2.5% increase. In a day when incentive premium pay-offs of 10% to 15% are coming under attack, it is no wonder that many employees are not attracted to higher class jobs. The increase in income is not felt to be worth the increases in responsibility or skill requirements.

The Job Class 2 rate has increased 170% over the years while the rate for Job Class 24 has increased only 145%. All this happened while the increment between job classes increased only 112%.

This deterioriation of the Standard Hourly Wage Scale job class relationship or "compression" as it is often called, reduces the already small promotional opportunity in many subdivisions to insignificance. The compression trend will continue and Lukens could not achieve a deviation from the Standard Hourly Wage Scale.

The combination of seniority units would lessen this problem by providing a longer promotional sequence in each seniority unit and would enable the highest paying job in the unit to pay significantly more than the lowest paying job in the same unit. The combination of seniority units appears to be, at this time, the only reasonable way to lessen the effects of compression.

The successful business today and tomorrow will be the business which possesses the flexibility and takes advantage of that flexibility to adapt to the many changes occurring at an increasing rate. It is appropriate that Lukens' management should thoroughly plan for and achieve the removal of situations which restrict that flexibility. One of the sacred cows of unionism, which is restrictive to management, is the crossing of seniority lines, either in short-term assignment of work or the long-term combining of jobs or tasks. Management has been so uniformly unsuccessful in overturning the sacredness of seniority lines that very little thought is expended in developing changes which involve crossing of seniority lines. If seniority lines cannot be crossed, every effort should be expended to remove them, or at least reduce them in number. Management flexibility varies inversely with the number of seniority divisions.

Sheer size of seniority unit is not a limiting factor. With approximately 70-odd seniority units at Lukens, the average population per seniority unit is about 50 employees. The largest single seniority unit at Lukens is the Cranes Seniority Subdivision of the Electrical Department, which for the last several years has contained approximately 360 employees, or over 10% of the bargaining unit. It is conceivable that operations could be conducted with the present bargaining unit divided into no more than ten seniority subdivisions. Nothing like this is suggested in the present proposal. The present proposal does suggest the possibility of removing half of the present seniority division lines, which would bring the average number of employees per seniority unit to 100, with no one unit exceeding the Cranes Subdivision in size. Following the inverse rule, if the number of seniority subdivisions were reduced by 50%, management's flexibility would be increased by 100%.

With a little imagination, it is easy to see what larger subdivisions could do by way of increasing management's

flexibility. What would larger subdivisions do for the bargaining unit employee? Modern behavioral scientists tell us that men usually begin work for the purpose of making money. The basic wage rate structure at Lukens makes it possible to satisfy this need immediately upon hiring. The second objective of the working man is to stabilize the regularity of his income, or in other words, he seeks job security. In a larger seniority subdivision, a single employee achieves a higher degree of security in a shorter amount of time. It should be obvious that an employee is going to achieve job security faster in a large subdivision where the rate of attrition is five employees per year than in a small subdivision where the rate of attrition is one employee every five years. We are inclined to think of a seniority system as one in which relative seniority standing is the most important factor, but many working men place a lot of value on their absolute standing in the seniority ranks. Speaking relatively, there is no difference between being the bottom man on a five-man seniority list and being the 20th from the bottom on a 100-man seniority list. In absolute terms, however, being 20th from the bottom in a 100-man unit is looked upon by most men as being a far greater degree of job security than being the bottom man in a five-man seniority unit. With job security being established more rapidly, the employee can turn earlier to other, more meaningful goals.

The behaviorists tell us that a good climate for motivating people is one in which mental and/or psychological growth can take place. With fewer subdivisions, there would be more jobs and a greater variety of jobs in any one subdivision. This would permit an employee to use his ever increasing seniority status to expose himself to new tasks to a much greater degree than is now possible. As a case in point, let's look at the 140"-206" Scale Seniority Subdivision where we have two jobs—2nd Recorder, Job Class 6, and 1st Recorder, Job Class 8. It

is difficult to imagine how anyone can be expected to regard 17 years as a 2nd Recorder followed by 18 years as a 1st Recorder as being a meaningful career in which there is sufficient opportunity for psychological growth. This point can be made even more strongly by looking at the Stockyards Subdivision of the Melting Department. The job of Electric Furnace Weigher in Job Class 8 is now the only job in this subdivision. Within the salary ranks, management prides itself in the number of promotions and transfers made to and among unrelated jobs. Foreman training is done in a general manner that would permit a foreman to become a good foreman in any department. To continue applying a different philosophy to bargaining unit workers which restricts them from occupying a number of different jobs during the course of a career only serves to widen the gap between management and labor and fails to tap the one resource that can help keep Lukens superior to its competition. With larger subdivisions containing a larger variety of jobs in each subdivision, there would be more possibility for job enrichment or job enlargement. Although such things as job enrichment and job enlargement are embarked upon to benefit the Company, such programs are of great benefit to employees most of the time.

In a larger subdivision having a greater variety of jobs, there is more opportunity and it is generally easier to find the "best fit" among the jobs and people available. Where there is only a little opportunity, employees tend to want to make the most of their seniority to claim that limited opportunity. In larger subdivisions, there are proportionately more promotions which are not in strict seniority order.

One could argue that if an hourly worker wants to grow psychologically and add variety to his career and seek a higher rate of pay, he is always free to put in a request for transfer. The fallacy of this argument lies in the

fact that many employees, after establishing seniority in one seniority unit, are reluctant to transfer to another seniority unit where they have to start all over again. While it is true that they retain rights in their former unit, which is an unusual feature of Lukens' seniority system, a transferring employee must go through a process in which his seniority in his former unit becomes diluted while he is building up seniority in a new unit. This is a chance that very few people want to take, especially the older or experienced, more skilled workers who have substantial seniority investment in a particular subdivision.

Another advantage of larger seniority subdivisions containing a wider variety of jobs would be the overcoming of the residue of past racial discrimination hiring practices which are today being preserved in our present seniority structure. Efforts to overcome the one-sided racial composition of many of our seniority units by hiring people of the opposite race have not been highly successful. Seniority subdivisions which have been predominately white or predominately black still contain this predominance despite efforts to change the situation. Initially, this advantage would accrue to the minority group members of the bargaining unit, but eventually the advantage would be enjoyed by all of the hourly work force.

There are some other advantages which management would find helpful. For instance, in the area of vacations which are scheduled by subdivision. The reduction in the number of subdivisions would result in less summer bunching and more spreading of vacations through the year. All vacation replacement opportunities would be of longer duration. If the process by which larger subdivisions were achieved would be an evolutionary process, it would be some time before this advantage would take effect. But, unless the subdivisions are made larger, it will never take effect.

There are some other considerations which on the surface appear to be disadvantages, but which in truth could be advantageous. With fewer subdivisions, the weekly scheduling of manpower would be concentrated among fewer schedulers and would be more complex. The use of the computer in producing the weekly manpower schedule has been accomplished for two subdivisions to date and a third subdivision is being programmed. The results have been good. Supervision spends fewer manhours on the weekly jigsaw puzzle and schedules have more consistency built in to them. In areas where the weekly manpower scheduling has been computerized, there are fewer complaints about the schedules and the employees feel that they are being dealt with more fairly.

With larger subdivisions containing more jobs, we will no longer be able to rely on the "rub-off" over a long number of years as the means by which a man becomes trained for his next job. This will require a sharper definition of job requirements and better measures of employee qualifications. Training requirements will increase and the quality and efficiency of training will have to be increased. There is more evidence every day pointing to increased needs for training both in terms of quality of training and efficiency of training. We are going to have to meet these needs even if we do not have larger seniority units. The presence of larger seniority units would merely challenge us to bring about better and more efficient training techniques earlier. We cannot afford to wait if we are going to remain better than our competitors.

The cost of bringing about larger seniority subdivisions can only be measured in terms of manhours of planning and persuasion. There is no denying that this cost could be substantial, but the rewards through increased stability, and to truly motivate people through greater work satisfaction are greater by far.

JEM

PLAINTIFF'S EXHIBIT 65

Civil Rights Committee Meeting
October 15, 1970 3:00-5:00 P.M.
Industrial Relations Conference Room

Personnel Present	*Company Representatives*	*Union Representatives*
	Thomas J. Ryan	Carl Cannon, Chairman
	William H. Gary	Harry Cavuto
	Carl Fernandez	James M. Quinn, Jr.
	Thomas P. Scull	
	Paul Geiswite	
	James A. Hall, Jr.	
	John E. Muhs	
	Norris J. Domangue, Jr.	
	Leonard M. Eaton	

A special meeting of the committee as called to order for the express purpose of discussing the recent official visit of the Office of Federal Contract Compliance.

Mr. James Hall began the discussion by discribing three of the agenices which are leaders in the area of eliminating discrimination.

He spoke first of the Human Relation Commission in Harrisburg to which individuals may lodge complaints. Inspectors from the commission may be directed to visit an involved firm in order to conduct an investigation. Company records and other information must be made available to these inspectors upon request. Briefly touched upon was the Federal Equal Employment Opportunity Commission. He described the Office of Federal Contract Compliance which provides guidelines and regulations to cover firms that do business with the government. Lukens is one of these firms and must abide by the rules and regulations established by the Office of Federal Contract Compliance.

A response to the O.F.C.C. rules and regulations has been an execution order interpreted to mean that all firms which do business with the government must make a concentrated effort to remedy any areas of under utilization of minority groups.

Most reecntly the O.F.C.C. made a complete and thorough investigation of Lukens to determine if they were in compliance with all O.F.C.C. rules and regulations. Firms which do not meet the standards expected of them may be issued a "Show Cause" letter requiring them to give reasons why Federal Contracts should not be taken away.

Lukens was informed verbally that the firm is substantially in compliance with all rules and regulations. The O.F.C.C. did make certain recommendations that Lukens is expected to comply with during the next year. Officials in Washington will study the report of the investigators and advise the company of any changes or additions to the recommendations.

The company is responsible for setting goals to achieve the recommendations and taking affirmative action to bring them about.

It is expected that officials from the O.F.C.C. will return in about a year to investigate Lukens and determine whether or not the necessary affirmative action has been taken.

Mr. Thomas Ryan spoke of the developemnt of the seniority system through the years, explaining how certain discriminatory practices have evolved over a period of time.

Mr. James Quinn questioned the recommendations of the O.F.C.C. He, quite frankly, wanted to know whether the recommendations have the force of law or not?

Mr. Hall explained, that a great deal depended upon the action taken by a company, to achieve progress in the recommended areas; as to how much pressure the government wished to bring to bear to achieve its program.

Mr. Harry Cavuto asked if the Union and the Company both could be brought to task in situations where the Company failed to make progress.

Mr. Carl Fernandez cited certain cases where aggrieved persons had filed suit under the 1964 Civil Rights Act against both the Union and the Company for perpetuating discriminatory divisions. The Philip Morris case was mentioned as an example where a plant wide seniority system was established in order to properly integrate the firm. Mr. Fernandez emphasized that, unfortunately, the departmental seniority system lends itself to defacto segregation.

Mr. Muhs emphasized that consideration should be given to merging subdivision units. By combining many of the smaller subdivisions, new units could be formed that have several job classifications. This would provide the individual employee with a far better opportunity for advancement and a definite career pattern could be established. At the same time mergers would serve to integrate many of the separate Black and White subdivisions.

Mr. Cavuto asked if the company was already following a policy of hiring Blacks into all White subdivisions?

Mr. Hall agreed that this was true but that the O.F.C.C. wanted to know what will be done for those persons already employed by the firm. He went on to state that Lukens desires to settle these issues outside of court in order to avoid having a third party, a judge, make the decisions which will affect the welfare of employees at Lukens Steel Company.

Mr. Quinn asked what Lukens was doing at present in the way of affirmative action.

Mr. Hall explained as an example, that officials of the personnel department were working with high school

counselors to guide Black girls and boys to take clerical courses in high school so that they will have the requisite skills upon graduation that Lukens needs.

Mr. Cavuto stated that it was extremely difficult for him to consider mergers of any type as they would have an adverse effect on vacation preference and the entire seniority structure which he adamantly supports.

Mr. Muhs cited the example of the Conductors and the Engineers where a successful merger has been carried out without any loss of vacation preference or seniority.

Mr. Thomas Ryan suggested that a subcommittee of the Civil Rights Committee be formed to thrash out what possible alternatives exist for improving the seniority subdivision system in order to conform with the recommendations forwarded by the office of Federal Contract Compliance. Members of the subcommittee would be asked to report their findings to both the Union and the Company.

Mr. Cavuto asked everybody to understand that these meetings were not to be construed as support of any Union-Company agreement and that no agreements affecting the Union would be made for the present by the Civil Rights Committee.

Mr. James Hall reemphasized that the timing is very important for setting up the goals in these areas, because the O.F.C.C. will most definitely be returning next year to adjudge Lukens efforts to comply with their recommendations in an affirmative manner. He went on to say that both Company and Union must understand that both have an increased obligation to abide by the government rules and regulations in these areas or suffer the penalty.

/s/ Leonard M. Eaton
LEONARD M. EATON
Secretary

PLAINTIFF'S EXHIBIT 70

December 23, 1971

Mr. J. F. Mulligan, Co-Chairman
Civil Rights Committee

SUBJECT: Status Report—Efforts of the Company Members of the Civil Rights Sub-Committee

Dear Jim:

At the Civil Rights Committee Meeting of October 20, 1971, I reported on behalf of the Sub-Committee that no progress had been made since the last meeting of the Sub-Committee on June 10, 1971. The Committee agreed to require a bimonthly report of progress from the Sub-Committee. In an attempt to schedule a meeting of the Sub-Committee for Thursday, December 9, 1971, James Brown, the Union Co-Chairman of the Sub-Committee was contacted and agreed to meet on December 16, 1971. On December 2, 1971, Mr. Brown informed me that President Cavuto would not permit the Union members of the Sub-Committee to engage in any related activities because of the Company's attitude concerning manning of the new ESR facilities. This series of events was reported at the December 15, 1971, Civil Rights Committee Meeting.

The original objective of the Sub-Committee "to meet and discuss rearrangements of seniority units in a manner agreed to by the parties" appears to be unattainable, at least temporarily. The progress being made in eliciting a fully cooperative effort from the Union is almost nil. The present refusal on the part of the Union to meet should not be responded to with equal refusal by the Company. Almost uniformly in the past, seniority rearrangements have been achieved by the Company presenting a rather fixed concept of what the rearrangement

should be and then negotiations with the Union have worked out the mechanics. The recent turn of events permits the Company to assume the posture of continuing to work on the conceptual framework of a seniority rearrangement and when the Union is ready to meet again, we can probably start off with the mechanics of such rearrangement.

To this end, the Company members of the Civil Rights Sub-Committee intend to continue to meet with the objective of outlining three "grades" or methods of seniority rearrangement. The first method will embody the most radical changes when compared to our present system; the second method will be based on more moderate changes relative to our present system and the third will seek to accomplish our seniority rearrangement objectives with the least change to our present system.

The basic objective is "to afford greater opportunity and job enrichment for employees" as officially stated in the February 3, 1971, Memorandum of Understanding and unofficially to overcome the remnants of past discrimination still preserved by our current seniority system thereby preventing the possibility of governmental-judicial rearrangement of the seniority system by edict.

Above and beyond these objectives, why should Lukens want to achieve a rearrangement of its seniority system?

1. Increased flexibility—This phrase is voiced so often at Lukens that it has become rather trite; one wonders if anyone is serious about it. Experience has shown that flexibility is limited. In the case of the two most recent manufacturing innovations, Strand Casting and ESR, the only answer has been to establish two new seniority jurisdictions to accommodate the manpower selected from a broad base of applicants. These new subdivisions on top of 75 already existing seniority units plus seven seniority pool divisions is not movement toward increased flexibility but

is a proliferation of the invisible senority lines which management may not cross except under very limited circumstances.

A radical enlargement of seniority jurisdiction would remove many of those prohibitions and open the way toward increased efficiency and reduction of idle time by means which may not even be thought about seriously today.

2. Reduce employee turnover—With the dirt, noise, heat and/or cold experienced by most bargaining unit employees, along with shiftwork, weekend work and holiday operation, it is no wonder that other less remunerative local jobs are more attractive to some Lukens employees. A seniority system with larger jurisdictions would permit a man to move through a larger series of jobs during his career and would furnish more men with a chance for growth and development. A real continuing opportunity for psychological growth could become an attraction that would increase the retention of good people.

3. Ease of application—This is a desirable goal from both the employers' and employees' viewpoint.

4. De-emphasis of the negative aspects of seniority—as a means for governing the timing of the extension of opportunity to potentially qualified employees cannot be criticized. It is when seniority becomes accepted as the sole criteria for the extension of opportunity or privilege to an employee that all the negative and restrictive aspects of seniority operate to the long range detriment of all. It is generally true that seniority becomes the sole criteria most readily where the overall opportunity is the smallest. Where there is only one job in a seniority unit, seniority quickly becomes the criterion for determining the recipients of privileges; i.e., all daylight schedules or "the bench by the window". Where a seniority unit contains only

two jobs of unequal job class, seniority quickly becomes the sole criterion by which employees ascend to the higher paying job regardless of qualifications. The creation of fewer seniority jurisdictions; each containing substantially broader opportunities, permit the attainment of a better fit of employees to jobs through objective measurement of individual qualifications and performance.

The present seniority system is not the best vehicle for achieving the above points. Since seniority unit size appears to be the most common deficiency of our present system, the Company members of the Civil Rights Sub-Committee will aim toward lowering the number of seniority units and enlarging jurisdiction in their development of the three schemes.

Very truly yours,

/s/ J. E. Muhs
JOHN E. MUHS
Co-Chairman
Civil Rights Sub-Committee

JEM:slt

cc: R. M. Edmonds
J. A. Hall
W. J. Whiteman
T. J. Ryan
N. J. Domangue
G. B. Copeland

PLAINTIFF'S EXHIBIT 87

1/2

Rosie,

Stick this in your first AAP year file with the signed agreement between Johnson & C.L.H. Jr.—a little history is all—came across it in a file.

/s/ Carole

June 15, 1964

Subject: Compliance Review

To: J. L. Irwin, Director of Industrial Relations

From: H. H. Morton, Manager—
Personnel Administration

On June 8 and 9, a compliance review was made by Mr. Walter Wynn of the Department of the Navy related to the non-discrimination presidential order #10925 and #11114.

Mr. Wynn arrived at 9:00 a.m. on June 8 and met with Mr. Domangue, Employment Manager, and myself. He outlined that his two visit was planned to determine our policies and approaches toward this integration problem rather than to review numbers of persons as such, although he did request a copy of our current Form 40, Compliance Report. His visit included a tour through the mill where there were concentrations of personnel in addition to a complete review of our policies and intent in this area.

He requested and was given copies of the following items:

1. Index A Employment Practices—Standard Practice Manual.
2. The current Labor Agreement.
3. Lukens Purchase Order.
4. An hourly Employment Application.
5. A salary Employment Application.
6. A completed form 40A showing employment statistics including the number of Negroes by skill categories as of May 15, 1964.
7. A specific breakdown of the positions of the 37 skilled craftsmen listed on the form 40A report.

His plant tour included:

1. Central Maintenance Locker Rooms.
2. Machine Shop
3. 206" Mill Complex.
4. 140" Locker Rooms.
5. 206" Mill Loading Bank.
6. Flanging Department.
7. Open Hearth area.

At 11:30 a.m. on June 8, Mr. Wynn met with Horace Bent and myself to discuss our purchasing procedures as they relate to government contracts.

At 3:00 p.m. on June 9, Mr. Wynn met with Mr. J. Louis Irwin and myself to summarize the impressions of his compliance review. We were told that he will not submit a formal report to us but that he does make a narrative report for internal distribution. We agreed that a discrimination clause should be inserted in the next Labor Agreement; that we intend to join President Johnson's Plan for Progress Program and would communicate such information to our employees; that we would make sure that terminology is forwarded from Legal Department to Purchasing to be used on purchase orders of large size specified in presidential orders to clear Lukens on government contracts.

In summary, Mr. Wynn's visit was very cordial and his point of view practical. We found Mr. Wynn to be articulate, well-educated, and intent on "selling" a point of view rather than policing.

HHM/be

PLAINTIFF'S EXHIBIT 107

LUKENS STEEL COMPANY
Coatesville, Pennsylvania

August 5, 1966

Mr. Hugh Carcella, Director
District 7
United Steelworkers of America
334 Suburban Station Building
Philadelphia, Pennsylvania 19103

On July 22, 1966, the Company was instructed by Evelyn M. Stahl, Compliance Specialist of the Human Relations Commission of the Department of Labor and Industry to desegregate all locker, shower and toilet facilities in Lukens Steel Company. The Company was also instructed to advise her of its intent to do so within five day and following such declaration of intent, the Company would have 30 days to effectuate complete desegregation. The foregoing was confirmed in writing by Mrs. Stahl and the Company agreed on August 1, 1966 to comply with the aforementioned instructions.

There never has been any doubt about the Company's intention to desegregate its locker, shower and toilet facilities. The Company has had a program since 1962 to improve its locker, shower and toilet facilities through the renovation of existing facilities and, in some instances, the construction of new facilities in accordance with standards established by the Company as being proper and suitable for our employees. During the renovation and/or construction phase, employees would be moved temporarily from existing locker rooms where segregation may have existed, as it did in some instances. Upon the completion of the renovation or construction period, employees were moved in or back to such facilities without regard to race and (if it had not existed

previously) integration was effected with very little, if any, unfavorable expression or reaction from employees affected by the move.

In July 1964, as a further indication of our sincerity in this area of human relations, a "Plan For Progress" was jointly signed by President L. B. Johnson and our President, Mr. Huston. The Company actively and aggressively pursues a policy of equal employment and advancement opportunity for all, which is in accordance with the Company's long-standing policy of nondiscrimination.

Prior to Mrs. Stahl's visit on July 22, the Company has had other visitations, from other representatives of the Human Relations Commission. On these four or five occasions, the representatives were advised of the Company's plans regarding locker, shower and toilet facilities and no objections or protests were registered by such representatives.

The particular area which Mrs. Stahl was concerned about in her instructions was the west side of the plant. The buildings involved are the Green Anneal, Pickling, Finishing, and Cladding buildings, as well as Plants #1, #2 and #3 of the Pressed and Formed Products. The Company has embarked on a crash program to comply with the instructions and the Green Anneal, Pickling, Finishing, and Cladding buildings' facilities will be completely desegregated within the time limits set by Mrs. Stahl, regardless of the expense and movement of employees required. The Company, in this instance, is not complaining about the expense for it believes that integration can be effected in these four buildings without any unfavorable employee reactions.

The Company is also undertaking the necessary steps to desegregate the facilities of the three buildings of Pressed and Formed Products. In this particular area,

desegregation of facilities requires the movement of employees from facilities to which they have become accustomed for many years by practice and preference. The Company and informed local Union representatives expect an expression and reaction of discontent because of the personnel movements required for the integration of employees in this area and the manner in which this discontent may be displayed cannot be predicted at this time. The Pressed and Formed Products employees could understand the shutting down of their individual building's facilities and moving to the new locker room on the west side when it will be completed in May 1967. This move employees could understand, but they consider the moves to be made within the next 30 days as temporary and just a move for the sake of movement. The relationship of employees in the Pressed and Formed Products area has been exceptionally fine over the years and both the Company and Union representatives are apprehensive regarding this coming temporary move, for it may jeopardize a relationship which both parties are proud of and anxious to maintain. If desegregation could be postponed or deferred in the Pressed and Formed Products until the new locker room is completed in May 1967, the relationship that exists among the employees would no doubt continue to be excellent as it has been in the past.

Any assistance you can give us in this matter will be appreciated by the Company, local Union representatives and employees of the Pressed and Formed Products area.

/s/ T. J. Ryan
T. J. RYAN
Manager—Labor Relations

cc: Mr. Lloyd Lawrence

PLAINTIFF'S EXHIBIT 164

AGREEMENT

between

LUKENS STEEL COMPANY

and divisions

BY-PRODUCTS STEEL CO.

and LUKENWELD

and the

UNITED STEELWORKERS
OF AMERICA
A.F.L.-C.I.O.

[EMBLEM]

OCTOBER 20, 1965
COATESVILLE, PENNSYLVANIA

* * * *

ARTICLE XVIII—Non-discrimination

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. The representatives of the Union and the Company in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

* * * *

PLAINTIFF'S EXHIBIT 165

AGREEMENT

between

LUKENS STEEL COMPANY

and the

UNITED STEELWORKERS
OF AMERICA
A.F.L.-C.I.O.

[EMBLEM]

AUGUST 10, 1968

COATESVILLE, PENNSYLVANIA

* * * *

APPENDIX E

TESTING

The October 20, 1965 Agreement provided the following:

"The Company and the Union have not agreed on the subject testing, and, accordingly, have agreed to study the present practices and procedures with respect to the Company's use of written tests as an aid in determining the ability and qualifications of employees for advancement and transfer. Such study shall be completed not any later than June 1, 1966.

"The study shall include:

a. A survey of written tests used by the Company as an aid in the selection of employees for promotion, for transfer, and for entrance into training programs (other than apprenticeship programs);
b. An examination of the relationship of tests to the qualifications required for the work in question; and
c. A survey of administrative procedures used in conjunction with testing programs."

The parties, after giving due consideration to the study results, have arrived at the following understandings to be effective August 1, 1969:

1. While the Union preserves fully its right to challenge through the grievance procedure the present or future use of tests, the Union and the Company agree that where tests are used by the Company as an aid in making determinations of the qualifications of an employee, such a test (except as otherwise provided herein) must in any event be a job-related test. A job-related test, either written or in the form of an actual work demonstration, is one

which measures whether an employee can satisfactorily meet the specific requirements of that job including the ability to absorb any training which may necessarily be provided for that job.

2. In the case of manning new facilities, transfers from one agreed-upon seniority area to another and transfer from one plant to another, the parties have agreed in specific provisions of the seniority section of the Basic Agreement that an employee may be required to have the ability to progress. To the extent that such a requirement is applicable, the parties agree that an employee may be tested as an aid in determining whether he can qualify for the job he is seeking and, in addition, is likely to become qualified to perform the next higher job in the line of progression or promotional sequence. Such testing shall be job-related as described above and specifically directed toward measuring the actual knowledge or ability that is a pre-requisite to becoming satisfactorily qualified on the next higher job in the line of progression or promotional sequence.

This provision is subject to the provisions in Article XI(K), Article XI(L) and Article XI(M) of the Basic Agreement.

3. The criteria for entrance into apprenticeship are not affected by this understanding but are covered in the Appendix dealing with that program.

4. The provisions of this Appendix do not apply to any aspect of testing for entrance into trade and craft jobs and upgrading of trade and craft employees.

5. As to all testing, the following additional guides shall apply:

(a.) Tests shall be fair in their makeup and in their administration;

(b.) Tests shall be free of cultural, racial or ethnic bias; and,

(c.) Testing procedure shall include procedures for notifying an employee of his deficiencies and offering counselling as to how he may overcome them.

APPENDIX F

APPRENTICESHIP TRAINING MEMORANDUM OF UNDERSTANDING

1. Objective of Apprenticeship Training

The objective of apprenticeship training is:

a. To provide a full and fair opportunity for achievement of full craft status to interested and qualified employees of the Company, and
b. To provide the Company with qualified craft personnel.

2. Crafts—Training Periods—Job Classes
The crafts involved, the training periods and the job classes therefor are set forth in the Basic Labor Agreement. The Company may provide methods for advancement to craft status other than through the apprenticeship program.

3. Posting and Filling of Apprenticeship Vacancies
Apprenticeship vacancies shall be filled on the same basis as other permanent vacancies, and shall be subject to the posting practices at the plant. In the filling of apprenticeship vacancies in any given craft the seniority provisions relating to the filling of permanent vacancies within the senority unit shall apply. In the event that the vacancy is not filled from within the seniority unit, the contractual provisions relating to intraplant transfers shall be available to employees desiring an opportunity to participate in the apprenticeship training programs. Representatives of the Company and the Union at each plant shall determine the method or procedures whereby apprenticeship vacancies not filled from within the seniority unit will be made generally known to employees, which may include posting of vacancies at appropriate locations or any other method designed to acquaint employees not directly

associated with the craft in which the vacancy occurs with the fact that such vacancy exists.

In the determination of relative ability and physical fitness in accordance with the applicable seniority provisions of the Basic Labor Agreement, the Company shall be limited to the use of such examinations and testing procedures as are related to the physical and training requirements of the craft involved.

4. Retention of Apprentices during Periods of Reduced Operations

An apprentice who has completed at least 25% of the total hours required to complete the apprenticeship program in which he is enrolled at the time he would, by reason of the applicable seniority provisions, be laid off or demoted to a lower rated job, shall be required to make a binding election either to:

(a.) be laid off, demoted and recalled in accordance with all applicable seniority provisions; or (b.) be placed in layoff-training status and thereafter be entitled to benefits from the SUB Plan without regard to any other SUB eligibility requirements. The amount of such benefits shall be the same as if he had been laid off. An apprentice who has elected this option (b) shall attend such classroom training periods as are consistent with his status in the apprenticeship program in which he is enrolled. He shall also perform such on-the-job assignments as are consistent with the apprenticeship program in which he is enrolled provided, however, that such assignments shall not deprive any other employee of employment to which such other employee would otherwise be entitled. Such layoff-training status shall cease at such time as

the apprentice is entitled to be recalled to his normal apprenticeship position in accordance with the applicable seniority provisions.

5. Craft Status

Each apprentice, upon satisfactory completion of the apprenticeship program in which he is enrolled, shall thereafter be assigned to craft status and rate in accordance with Section VI-A-2 of the January 1, 1963 Job Description Classification Manual, as amended August 1, 1968.

* * * *

PLAINTIFF'S EXHIBIT 166

AGREEMENT

between

LUKENS STEEL COMPANY

and the

UNITED STEELWORKERS

OF AMERICA

AFL-CIO

[EMBLEM]

AUGUST 1, 1971

COATESVILLE, PENNSYLVANIA

* * * *

ARTICLE II—Management

The management of the plants and the direction of the working forces, including the right to hire or suspend for just cause, discharge for just cause or demote for just cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company.

* * * *

ARTICLE XI—Continuous Service and Seniority

A. 1. The length of an employee's Company continuous service shall date from his original or subsequent hiring date.

2. Accumulated service days in a subdivision within the limits of Company continuous service, shall determine seniority standing in a subdivision.

3. There shall be no deduction of accumulated service days for any time lost, except for periods of layoff of more than seven (7) consecutive days and breaks in continuous service and seniority as provided in this Article when the employee is recalled within such seven (7) day period to the seniority subdivision from which he was laid off.

B. The parties recognize that promotional opportunity and job security in event of promotions, decrease of forces and rehiring after layoffs should increase in proportion to length of continuous service, and that in the administration of this Article the intent will be that wherever practicable full consideration shall be given continuous service and seniority in such cases.

In recognition, however, of the responsibility of Management for the efficient operation of the works, it is understood and agreed that in all cases of:

1. Promotion (except promotions to position excluded under the definition of "employees" in Article I—Recognition) the following factors as listed below shall be considered; however, only where factors "b" and "c" are relatively equal shall seniority be the determining factor:

a. Seniority,

b. Ability to perform the work,

c. Physical fitness.

2. Decrease in forces or rehiring after layoffs, the following factors as listed below shall be considered; however, only where both factors "b" and "c" are relatively equal shall continuous service and seniority be the determining factors:

a. Seniority,

b. Ability to perform the work,

c. Physical fitness.

3. The Company shall be the judge of ability. In case the Union disagrees with the Company's judgment the Union may within ten days after notification institute a grievance and the Company must show that it had a reasonable basis for its decision. Until final determination of the case is made, the position will be considered temporary.

4. When a vacancy which is a promotional opportunity develops, or is expected to develop (other than a temporary vacancy) in any seniority unit, the Company shall post, or make known by other suitable means, the existence of such vacancy or expected vacancy in such seniority unit.

During the appropriate period of time, employees in the seniority unit who wish to apply for the vacancy or expected vacancy may do so in writing in

accordance with the rules developed by the Company for each seniority unit.

If the vacancy or expected vacancy is not filled from within the seniority unit, it will be posted on a plantwide basis in a manner to be determined by the Company.

The Company shall, if in its judgment there are applicants qualified for the vacancy or expected vacancy, fill same from among such applicants in accordance with the provisions of Paragraphs B and B.1 above.

* * * *

I. New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 260 hours of actual work and will receive no continuous service credit during such period. During such period, probationary employees may be laid off or discharged as exclusively determined by the Company. This provision will not be used for purpose of discrimination because of membership in the Union. Probationary employees continued in the service of the Company subsequent to 260 hours of actual work from the date of original hiring shall receive full continuous service credit from the date of original hiring.

* * * *

ARTICLE XVIII—Non-discrimination

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. The representatives of the Union and the Company in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

* * * *

APPENDIX H

TESTING

The October 20, 1965 Agreement provided that the parties shall conduct a study on the subject of Testing. The results of that study led to a special agreement dealing with Testing, identified in the August 10, 1968 Agreement as Appendix E. Based on the experience of the parties with that Appendix, the parties have agreed to certain revisions and hereby provide for the following:

1. While the Union preserves fully its right to challenge through the grievance procedure the present or future use of tests, the Union and the Company agree that where tests are used by the Company as an aid in making determination of the qualifications of an employee, such a test must in any event be a job-related test. A job-related test, **whether oral,** written or in the form of an actual work demonstration, is one which measures whether an employee can satisfactorily meet the specific requirements of that job including the ability to absorb any training which may necessarily be provided **in connection with** that job. **A written test may not be used unless the job requires reading comprehension, writing or arithmetical skills, and may be used to measure the comprehension and skills required for such job.**

2. In the case of manning new facilities, transfers from one agreed-upon seniority area to another and transfers from one plant to another, the parties have agreed in specific provisions of the seniority section of the Basic Agreement that an employee may be required to have the ability to progress. To the extent that such a requirement is applicable, the parties agree that an employee may be tested as an aid in determining whether he can qualify for the job he is seeking, and, in addition, is likely to become quali-

fied to perform the next higher job in the line of progression or promotional sequence. Such testing shall be job-related as described above and specifically directed toward measuring the actual knowledge or ability that is a prerequisite to becoming satisfactorily qualified on the next higher job in the line of progression or promotional sequence, **taking into consideration the normal experience acquired by employees in such promotional sequence. This provision is subject to the provisions in Paragraphs K and L of Article XI of the agreement.**

3. All tests shall be:

(a) Fair in their makeup and in the administration; b. Free of Cultural, racial or ethnic bias.

4. Testing procedure shall in all cases include notification to an employee of his deficiencies and an offer to counsel him as to how he may overcome such deficiencies.

5. The provisions which shall apply in determining qualifications for entrance into Apprenticeship or other training programs are set forth in Appendix I of the August 1, 1971 Agreement.

APPENDIX I

APPRENTICESHIP TRAINING MEMORANDUM OF UNDERSTANDING

1. Objective of Apprenticeship Training

The objective of apprenticeship training is:

(a) To provide a full and fair opportunity for achievement of full craft status to interested and qualified employees of the Company, and

(b) To provide the Company with qualified craft personnel.

2. Crafts—Training Periods—Job Classes

The crafts involved, the training periods and the job classes therefor are set forth in the Basic Labor Agreement. The Company may provide methods for advancement to craft status other than through the apprenticeship program.

3. Posting and Filling Apprenticeship Vacancies

Apprenticeship vacancies shall be filled on the same basis as other permanent vacancies and shall be subject to the posting practices at the plant. In the filling of apprenticeship vacancies in any given craft the seniority provisions relating to the filling of permanent vacancies within the seniority **units** shall apply. **Seniority units may be an entire plant or any subdivision thereof, as determined by the local parties.** The contractual provisions relating to intra-plant transfers shall be available to employees desiring an opportunity to participate in the apprenticeship training programs, **and employees interested in apprenticeship training opportunities are encouraged to utilize these procedures.** Representatives of the Company and the Union at each plant shall determine the method or procedures whereby appren-

ticeship vacancies will be made generally known to employees, which may include posting of vacancies at appropriate locations or any other method designed to acquaint employees not directly associated with the craft in which the vacancy occurs with the fact that such vacancy exists.

In the determination of relative ability and physical fitness as **used to fill apprenticeship vacancies** in accordance with the applicable seniority provisions of the Basic Labor Agreement, the Company shall be limited to use of such examinations and testing procedures which are:

(a) job related,

(b) fair in their makeup and in their administration,

(c) free of cultural, racial or ethnic bias

The parties agree that the purpose of an apprenticeship training program is to train and qualify individuals to perform the assignments of a given craft and that an applicant for apprenticeship must have the ability to absorb the appropriate training.

The present practices of the Company with respect to the allowance of advanced credit in any apprenticeship program based on related training and experience achieved prior to entry into such program shall be continued.

4. Retention of Apprentices During Periods of Reduced Operations

Except where circumstances outlined in Paragraphs 4(f), (g) and (h) are currently applicable, an apprentice who has completed at least 25% of the total hours required to complete the apprenticeship program in which he is enrolled at the time he would, by reason of the applicable seniority provi-

sions, be laid off or demoted to a lower rated job, shall be **afforded the opportunity to and be** required to make a binding election either to: be laid off, demoted and recalled in accordance with all applicable seniority provisions; or **be placed in special training status and thereafter identified as Apprentice-Special Training and, in lieu of the rate of pay as would otherwise be determined under the Rate of Pay Section of the Agreement applicable to him, be paid at an hourly rate equal to 1/40 of the 110% of the sum of the state unemployment compensation and weekly benefits under the SUB Plan he would have received had he elected to be laid off without regard to any other SUB eligibility requirements, provided that for any week he is engaged in classroom and/or on-the-job type assignments for some but less than 40 hours, he shall be paid such hourly rate for a minimum of 40 hours less any hours he did not participate in such assignments for reasons other than the failure of the Company to make such assignments available or for just cause. The provisions of the Agreement relating to Sunday premium and shift differential shall not be applicable.**

An Apprentice-Special Training will be entitled to the provisions of the Basic Labor Agreement, and will be normally scheduled for 5 consecutive 8 hour days of training (classroom and/or on-the-job type assignments) per week. He will be expected to complete such daily and weekly hours of training which are maximums and will not be exceeded. Further, in weeks containing a holiday an apprentice will not be scheduled for training on the holiday.

Such classroom and on-the-job assignments as he may be called upon to perform shall be consistent with the apprentice program in which he is enrolled provided, however, that such assignments shall not

deprive any other employee of employment to which such other employee would otherwise be entitled.

An apprentice who elects to be placed in such lay-off training status will only be removed from such status for any of the following:

(a) upon recall to active employment as an apprentice in accordance with the applicable seniority provisions,

(b) upon satisfactory completion of his apprenticeship program,

(c) upon suspension of the apprenticeship retention program due to a drop in the financial position of the SUB Plan below 35%,

(d) upon unsatisfactory performance, including failure to report without just cause for scheduled hours of training,

(e) upon changing his election with the mutual consent of management,

(f) upon the abandonment of the craft within any plant as the result of a shutdown of the plant, a portion thereof, or discontinuance of a product line,

(g) upon the substantial reduction in the number of required craftsmen within any given craft as a result of technological changes in steel making processes, practices or equipment,

(h) upon the mutual agreement between a representative of the corporate office of the company and the international union that such special training status within a given craft or crafts should be discontinued or suspended.

An apprentice who is removed from special training status in accordance with b, c, d, e, f or g as

stipulated above will be placed on layoff and recalled in accordance with all applicable seniority provisions.

5. Craft Status

Each apprentice, upon satisfactory completion of the apprenticeship program in which he is enrolled, shall thereafter be assigned to craft status and rate in accordance with Section VI-A-2 of the August 1, 1971 Job Description Classification Manual.

* * * *

PLAINTIFF'S EXHIBIT 167

AGREEMENT

between

LUKENS STEEL COMPANY

and the

UNITED STEELWORKERS
OF AMERICA
A.F.L.-C.I.O.

[EMBLEM]

AUGUST 1, 1974

COATESVILLE, PENNSYLVANIA

* * * *

[Article XI]

I. New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 520 hours of actual work and will receive no continuous service credit during such period. During such period, probationary employees may be laid off or discharged as exclusively determined by the Company. This provision will not be used for purpose of discrimination **because of race, color, religious creed, national origin or sex or** because of membership in the Union. Probationary employees continued in the service of the Company subsequent to 520 hours of actual work from the date of original hiring shall receive full continuous service credit from the date of original hiring.

* * * *

PLAINTIFF'S EXHIBIT 168

AGREEMENT

between

LUKENS STEEL COMPANY

and the

UNITED STEELWORKERS
OF AMERICA
A.F.L.-C.I.O.

[EMBLEM]

AUGUST 1, 1977

COATESVILLE, PENNSYLVANIA

* * * *

[Article XI]

I. New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 520 hours of actual work and will receive no continuous service credit during such period. During such period, probationary employees may be laid off or discharged as exclusively determined by the Company. This provision will not be used for purpose of discrimination because of race, color, religious creed, national origin or sex or because of membership in the Union. Probationary employees continued in the service of the Company subsequent to 520 hours of actual work from the date of original hiring shall receive full continuous service credit from the date of original hiring.

* * * *

PLAINTIFF'S EXHIBIT 206

Eighth Meeting
COMPANY & UNION NEGOTIATIONS
April 24, 1965—10:00 a.m.-7:00 p.m.
Industrial Relations Conference Room

Attendance:

Representing Company	*Representing Union*
T. J. Ryan	B. O. Staub
J. E. Muhs	Lloyd Lawrence
D .O. Gloven	Clair Thompson
E. J. Charlton	Nicholas DePedro
H. B. Bent	Harry Cavuto
H. H. Morton	James Brown
C. L. Huston III	William Saalbach
W. G. Pfaff	Anthony Fioriglio
	Albert Cooper

Also Present:

R. P. Holleran (During discussion on Incentives)
Isaac Whitaker
Malcolm Detterline

Opening Comments

Mr. Ryan mentioned that Mr. Staub and he had decided to make an all-out effort to reach a settlement this week-end and more specifically today.

He stated that Mr. Staub was under a time pressure factor in that he had to meet with Alan Wood and Pottstown (Bethlehem) this next week in addition to a meeting in Pittsburgh on Monday, April 26, 1965.

Mr. Ryan read a few sample letters from Lukens' customers (received from Mr. Mullestein) which indicated

that the customers are prepared to take all necessary steps to remove all assemblies (between Monday and Friday) from Welded Products which would be tied up during a work stoppage. He pointed out that this is a short vacation year and the importance of vacation cash options relative to the time element.

Mr. Ryan stated that he was prepared to submit language on which the Union and Company had previously indicated their agreement in principle.

Note: The following language appears in the order of distribution to the Union for review and discussion.

* * * *

Article XXII—Non-Discrimination Clause

Company Position

Mr. Ryan suggested an addition to the language to read as follows:

> "It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed or national origin."

Union Position

Mr. Staub agreed and stated that this should have been proposed by the Union.

Closing Comments

Mr. Staub stated that the Company and Union have reached an agreement on local issues, but insisted that regardless of what was agreed to locally, the Union wants full acceptance of the basic agreement from Pittsburgh except to that which he agreed not to enforce.

Mr. Ryan agreed and suggested that there be no publicity from either Company or Union.

Upon agreement, Mr. Staub and Mr. Ryan exchanged copies of initialed language for proper signatures of same.

The meeting was adjourned.

Attached is a summary sheet of the final position taken by the Company and Union on their respective proposals.

/s/ Charles L .Huston
C. L. HUSTON, III
Personnel Assistant

PLAINTIFFS' EXHIBIT 400

Employment Record of Jones, Monroe W. Social Security No. 164-26-9638

DEPARTMENT	CHECK	POSITION	FOREMAN	FROM	TO	DISPOSITION
A.P.T. Plant	5400	Hookman	R. L. Bunting	4-4-52	1-30-55	Pos. Change
* * * *						
APT Plant	H5400	Checker	W. Metcalf	4-10-68	6-1-69	Transferred
Sheet, Tin, Paint	H5400	Painter Helper	R. J. Simes	6-2-69	8-24-69	Promotion
Sheet, Tin, Paint	H5400	Painter "C"	R. J. Simes	8-25-69	9-7-70	Promotion
Sheet, Tin, Paint	H5400	Painter "B"	R. J. Simes	9-8-70	10-30-70	Laid Off #1
APT Plant	H5400	Furnace Helper	W. Metcalf	11-1-70	4-10-71	Recalled
Sheet, Tin, Paint	H5400	Painter "B"	R. J. Simes	4-11-71	11-4-71	Laid Off #2
APT	H5400	Furnace Helper	W. Swift	11-7-71	4-22-72	Recalled
Paint Shop	H5400	Painter "B"	R. J. Simes	4-23-72	3-19-73	Promoted
Sheet-Tin-Paint	H5400	Painter "A"	R. J. Simes	3-20-73		

#2—Red. in force eff. 11-6-71 exercised job claim in A.P.T. 11-7-71

#1—Red. of forces eff. 10-31-70 exercised Job Claim A.P.T.

PLAINTIFF'S EXHIBIT 449

Docket No. E-1311

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Case Assignment Record

Region 3, County Chester

Rec'd 6/20/62 (Date) Assigned [Illegible] (Date) From [Illegible]

Complainant Joshua Grave, Jr.

Address 827 Lafayette St., Coatesville, Pa.

Phone DU-4-6982

Respondent Lukens Steel Co.

Address Coatesville, Pa.

Phone DU-4-6200

General Charge Race. Fx IF

Specific Charge: Complainant alleges company maintains separate locker room facilities for Negroes.

• • • •

PENNSYLVANIA HUMAN RELATIONS COMMISSION

CASE CLOSING RECOMMENDATION

Docket No. E-1311

Date Docketed: 6/29/62

Complainant	*Respondent*
Joshua Grove, Jr. Coatesville, Pennsylvania	Lukens Steel Company Coatesville, Pennsylvania

Charge: The Complainant, a Negro, alleges that it is the policy of Respondent Co. to make locker room assignments on a segregated basis; Complainant further alleged that because of Respondent Co. policy, he is assigned to a segregated locker room.

Summary of Facts:

FR conferred with the following Respondent representatives: Mr. J. Louis Irwin, Director of Industrial Relations, Mr. Harry Morton, Director of Personnel, Mr. Herman Whiteman, Supervisor of Personnel Services, and Mr. Richard Sweigart, Foreman Personnel Services. A tour of the Respondent Company locker rooms was made.

Statements and/or observations revealed that:

1. Respondent Co. does not have a policy of making locker room assignments on the basis of race, color, religion or national origin.
2. Where feasible workers are assigned locker rooms in their area of work.
3. Some of the locker rooms have all Negro occupants, some have all white occupants and others have a mixed occupancy.

4. Many years ago it was traditional and the accepted thing to assign Negroes and whites to separate locker rooms. This practice was discontinued several years ago.
5. There will be more integrated locker rooms in the immediate future due to renovation of locker rooms, the building of new locker rooms and the reassignment of workers.
6. Complainant has been moved to a mixed locker room since making complaint.
7. In the past some Negroes have resisted the Respondent's efforts to move them into locker rooms with whites.

Staff Findings:

Staff found no facts to credit the allegations of the complaint.

Recommendations:

It is recommended the Commission close the case on the ground that the charge was not established.

R. Earl Smith
Field Representative

Elizabeth Henderson
Director, Bureau of Compliance

PENNSYLVANIA HUMAN RELATIONS COMMISSION

CASE CLOSING RECOMMENDATION

May 23, 1963

Docket No. E-1311

Date Docketed: 6/20/62

Initial Contact with Complainant: 7/13/62

Complainant	*Respondent*
Joshua Grove, Jr. Coatesville, Pennsylvania	Lukens Steel Company Coatesville, Pennsylvania

Charge: Race

The Complainant, a Negro, alleges that it is the policy of Respondent Co. to make locker room assignments on a segregated basis; Complainant further alleges that because of Respondent Co. policy, he is assigned to a segregated locker room.

Summary of Facts:

FR conferred with the following Respondent representatives: Mr. J. Louis Irwin, Director of Industrial Relations, Mr. Harry Morton, Director of Personnel, Mr. Herman Whiteman, Supervisor of Personnel Services, and Mr. Richard Sweigart, Foreman Personnel Services. A tour of the Respondent Company locker rooms was made.

Statements and/or observations revealed that:

1. Respondent Co. does not have a policy of making locker room assignments on the basis of race, color, religion or national origin.
2. Where feasible workers are assigned locker rooms in their area of work.

3. Some of the locker rooms have all Negro occupants, some have all white occupants and others have a mixed occupancy.
4. Many years ago it was traditional and the accepted thing to assign Negroes and whites to separate locker rooms. This practice was discontinued several years ago.
5. There will be integrated locker rooms in the immediate future due to renovation of present locker rooms, the building of new locker rooms and reassignment of workers.
6. Complainant has been moved to a mixed locker room since making the complaint.
7. In the past some Negroes have resisted the Respondent's efforts to move them into locker rooms with whites.

FR has subsequently verified that assignment of personnel to the two newly completed locker rooms is on an integrated basis.

Staff Findings:

Staff found probable cause to credit the allegations of the complaint in that at the time of initial contact with the respondent company, there were locker rooms occupied by all Negro and other occupied by all whites. However an adjustment is in effect.

Recommendations:

It is recommended the Commission close the case as adjusted. Subject to review within 6 months.

R. Earl Smith
Field Representative

Elizabeth G. Henderson
Director of Compliance

17120

July 26, 1963

Mr. J. Louis Irwin
Director of Industrial Relations
Lukens Steel Company
Coatesville, Pennsylvania

RE: *Docket No. E-1311, Joshua Grove, Jr. vs. Lukens Steel Company*

Dear Mr. Irwin:

The Pennsylvania Human Relations Commission has reviewed the results of the investigation in the above case in which the complainant alleged that it was the policy of respondent company to assign locker room facilities on a segregated basis, in violation of the Pennsylvania Human Relations Act. The facts secured through the investigation of this case clearly established probable cause to credit the allegations of the complainant.

Since you have met the required terms of adjustment and have submitted to this Commission written confirmation that it shall be your policy to comply with the Pennsylvania Human Relations Act in the assignment of personnel to locker room facilities irrespective of their race, color, religious creed or national origin, the Commssion has closed this case in its file as adjusted, subject to review within a 6 month period.

Thank you for your cooperation with the Commission representative during the investigation of this matter.

Sincerely yours,

ELLIOTT M. SHIRK
Executive Director

CJ:rcw
cc: FR Smith

PLAINTIFF'S EXHIBIT 653

LUKENS STEEL COMPANY AND SUBSIDARIES
UNITED STEELWORKERS OF AMERICA
C. I. O., Local 1165

Number L-3969

Date 9-6-68

Rec'd By E. Davis

Name LOCAL UNION #1165

Check No.

Job Dept. Mechanical Div. Riggers

Employee's Statement of Grievance

We, the Local Union, contend the seniority posting in the Riggers is incorrect.

We ask the Company to correct the seniority posting in the Riggers.

Signed [ILLEGIBLE]
Date Aug. 29, 1968

First Step, Foreman's Answer:

The issue stated above involves Samuel Brown #1718 only. Mr. Brown claims that the transfer date and transferring procedure is incorrect. At his foreman's request Mr. Brown went to the Employment Dept. to review his employment records.

This grievance denied, on the basis that the seniority posting is correct.

Settled ———— Appealed to Next Step ✓

/s/ [Illegible]

/s/ [Illegible]
(Foreman)
Date 9-13-68

Date rec'd by Sup't of Dept [Illegible]

Second Step:

A further review of the seniority records & circumstances surrounding this case was made 9-17-68, & in view of an error in procedure, the company agrees to change the posting of the Rigger Subdivision. Change to Credit § BROWN #171 with proper seniority.

Settled yes Appealed to Next Step ————

Signed /s/ [Illegible]
(Union)

Signed /s/ R. J. [Illegible]
(Sup't)

Date 10-10-68

* * * *

PLAINTIFF'S EXHIBIT 710

UNITED STEELWORKERS OF AMERICA
C. I. O., Local 1165

Number L-7660-7

Date 3-4-75

Rec'd By T. Scull

Name Daniel London Check No. 6986

Address ————————

Job ———— Dept. Machine Forge Div. Loco Shop

Employee's Statement of Grievance

I, the undersigned, contend the Company gave me an unjust 4-day suspension on March 4, 1975.

I ask the Company to strike this mark from my record, and to pay me all monetary losses.

/s/ Daniel L. London

Date March 3, 1975

---

* * * *

Third Step:

3rd Step—L.U. #1165 April 15, 1975

Grievance L-7660-7—Daniel London #6986, Loco Shop, Machine & Forge—Rec. 3-4-75

'I, the undersigned, contend the Company gave me an unjust 4-day suspension on March 4, 1975.

'I ask the Company to strike this mark from my record, and to pay me all monetary losses.'

UNION POSITION: The Union stated that there is no question that the grievant was guilty of fighting based on the statement he made to Plant Protection. However, the Union requested that the grievance be remanded to 2nd Step to insure that the question involving availability of tools has been resolved.

COMPANY POSITION: The Company stated that fighting will not be tolerated. The Company further stated that everyone in the shop is now aware of how tools are to be distributed and used.

3rd Step March 1, 1977

Grievance L-7660-7—Daniel London #6986, Loco Shop—Rec. 3-4-75.

> "I, the undersigned, contend the Company gave me an unjust 4-day suspension on March 4, 1975.
>
> I ask the Company to strike this mark from my record, and to pay me all monetary losses."

UNION POSITION: None

COMPANY POSITION: None

DISPOSITION: Withdrawn by the Union without precedent or prejudice.

UNITED STEELWORKERS OF AMERICA

LOCAL UNION 1165

AFL CIO CLC

April 21, 1977

P. T. Scull, Assistant
Manager-Labor Relatons
Lukens Steel Company
Coatesvlle, Pa. 19320

Dear Mr. Scull:

Listed below are grievaces and their dispositions for your records.

Considered Closed

L-7660-7

* * * *

Very truly yours,

/s/ James O. Brown
JAMES O. BROWN, Chairman
Grievance Committee

PLAINTIFF'S EXHIBIT 711

LUKENS STEEL COMPANY

NOTICE OF DISCIPLINARY ACTION

To: Daniel L. London #6986 Date: March 3, 1975

This is to give you formal notice that the following disciplinary action has been taken and a record of such placed in your personnel file in the Employment Department of Lukens Steel Company.

☒ Suspension: Dating From 3/4/75 to 3/7/75 inclusive

Reason: Striking a fellow workman.

☐ Discharge: Effective Date

Reason: _____

I acknowledge notification of the above action, as required under the terms of the Labor Agreement dated August 10, 1968.

Signed _____ Date 3/3/75
Employee signature

White: Employment Department copy

Yellow: Employee copy

Pink: Supervisor copy

LUKENS STEEL COMPANY

WARNING OR SUSPENSION NOTICE

Date 3-3-75

Clock No. 6986

Employee's name in full: Daniel L. London

Department: M. & F. Loco Shop

Cross out one:

Suspension

Infraction—Cause for Warning or Suspension: Striking a fellow workman.

Suspension date from: 3-4-75 to 3-8-75.

Length of penalty: 4 days.

Shift involved: circle one 1 2 3
[Number 2 circled]

Has this infraction been discussed with employees: Yes.

When: 3-3-75

By whom: Newhauser-Beck Kosnet.

Give Full Details of Infraction:

Having requested keys London was refused by Taylor.

London hit Taylor and claims Taylor called him a Black Bastard.

See attached evidence sheets for details.

* * * *

Endorsement

Foreman: /s/ Lou Kosnet

Superintendent: /s/ O. Newhauser

* * * *

March 3, 1975

Statement of Paul Taylor, #3113, Loco Shop. taken in the presence of Larry Hamm, Committeeman, Zone 8, and Captain Jerry DeLiberato by James F. Updyke.

Paul, will you tell us what happened this morning at about 8:15 A.M.

I was working at the Rail Yard, getting my tools out when Danny London came off the truck and began to argue with me about some tools I had. He tried to tell me the tools belonged to Lukens, and I told him to go to the Foreman and get an order to go to the Storeroom if he needed tools. Right after that he told me if I didn't loan him the tools, I would pay for it. Right after that he hit me once and I stepped back. I thought he was going to leave then, and I turned around and he hit me a second time. Then I told him I was going to call someone, and he left the area.

Q. Did you strike back at him at all?

A. No way, no way.

After he left, I called Lionel Beck, and he and Jack Monaghan came up and told me to go to First Aid.
I was treated at First Aid.
During the conversation with Taylor, the Shop Steward, Al Carey #3856 appeared at Plant Protection Hdq. and heard Taylor's statement.

Q. (By Al Carey) Was there any name calling going on.

A. There was no name calling, ——. People went to use these tools.

Q. (By Al Carey) Are these your personal tools or did you get them from the Storeroom?

A. I got them from the Storeroom.

Q. Indirectly, they are Lukens tools?

A. Yes.

Q. (By Al Carey) Did Dan mention that Lou Kornet sent him up here?

A. No, he did not.

Q. (By Al Carey) Had Danny ever used your tools before?

A. Not to my knowledge.

Q. (By Al Carey) How is the rapport between you and Danny, have you ever had any words?

A. [Illegible] ever seen him, except to say good morning.

/s/ Paul [Illegible]

Witnessed: JERRY DELIBERATO

AL CAREY

LIONEL R. BECK

March 3, 1975

Statement of Leon Bembenek, # 8722, Loco Shop, taken in the presence of Al Carey, Shop Steward, Lionel Beck and Capt. Jerry DeLiberato by James F. Updyke.

"Danny came over to me and asked me if I was going on the truck, this was in the Loco Shop, at starting time. I told him I was not going on the truck, I was going to the Rail Shears. Danny asked me for the tools, and I told him that I couldn't give him them as they belonged to Paul Taylor. Then I went to the Rail Yard to work. Danny came to the Rail Yard and asked Paul for the tools. Paul told him that he was ——, not going to give him the tools as they were his personal tools. Danny then said, they are not your personal tools, they are Lukens tools. Then they got to arguing over the tools, and Danny swiped at him and knocked him down, then Sam Law came over and took Danny on to the truck. Then Paul said he was going to see somebody about this and Lionel came over.

Q. (By Al Carey) Did you hear any names called?

A. Not that I can recall.

Q. (By Al Carey) You couldn't hear any other conversation about what they were arguing about?

A. No.

Q. (By Al Carey) Where are the tools located?

A The tools are kept in a bucket in an old electricians cabinet. Paul's personal lock is on this cabinet, at the Bridge Track.

Q. (By Al Carey) Have you and Danny worked on the truck before?

A. Yes.

Q. What tools did you use?

A. I got them from Paul Taylor.

Q. (By Al Carey) Did you get the tools from the cabinet when you and Danny worked together?

A. Yes.

Q. (By Al Carey) How did you get entrance into the cabinet?

A. Paul gave me a key nine or ten months ago.

Q. (By Al Carey) Was Paul aware that you and Danny were working out of the same locker?

A. I'd say yeah.

/s/: [Illegible]

Witnessed: AL CAREY

LIONEL R. BECK

JERRY DELIBERATO

March 3, 1975

Statement of Daniel L. London, #6986, Loco Shop, taken in the presence of Al Carey, Shop Steward, Lionel Beck and Captain Jerry DeLiberato by James F. Updyke.

Danny, will you tell us about the incident which occurred this morning at about 8:15 A.M.

"I got to work this morning at the Loco Shop and I learned that Leon was going to work at the Rail Shears and I asked Lou Kornet where he wanted me to work. He told me that I could ride the truck today. I asked Lou if he had an extra key for the cabinet for the tools at the Bridge Track. He said he did not have a spare key, to go over to see Ben (Leon) and get the key from him. I got the gauges for the acetylene and oxygen and then rode on down to the rail shears. I asked Ben if he had the key for the locker down there so I could get the tools, Ben told me they were not his tools, they were Taylor's tools. I asked Taylor if he could use his tools and he hesitated for a while, he told me they were his tools and I was to get my own tools. I didn't say anything, I got on the truck and started to look around for some jobs I could do on the RR cars. I found a few cars that needed some work done on them but I needed tools to do the job. When I found some other small jobs I could do if I had the tools, it started to bother me and I couldn't understand why I couldn't use those tools when others used them. After I came into the office for my break, Lou told me that plans were changed and I was supposed to go to the Electric Melt Shop. I told him I might as well go down there as I had no tools to do the work up here. I asked him whose tools they were that were up in the cabinet at the Bridge Track. He asked me why, whats the matter, won't they let them use them? I told him, No, Taylor told me they were his tools and he wouldn't let me use them. Before Sam took me down to the EMS, I asked him to take me over to the Rail

Shears as there was something I wanted to clear up. So we got down to the Rail Shears, I walked around a pile of ties which were between the track and where Taylor was. I saw Taylor and told him that I found out that the tools weren't his, that actually they were the Company's, and I couldn't understand why he didn't want me to use them. He said, they are my tools and I wasn't goint to let you use them. I mentioned the fact that he let Ben use them, and why couldn't I use them. He told me he could let anyone he wanted to use his tools. I told him I couldn't understand why he would let others use his tools but would not let me use them, they were company tools. He said, You people think you can do whatever you want to and get your own way. Having this term "you People" thrown at me, I wanted to know what he meant, I wanted him to be more specific. He said "you know what I mean", I said, "No I don't, explain yourself." I asked him this two or three times about his expression, "you people" and he gave me the same answer. He wanted me to get out of there and he said something like, "Get out of here you black bastard". I asked him . . . what did you say . . . he answered, . . . you heard me. I said, yes, I did, and that's when I hit him. I knocked him down and when he got up, he said he was going to report me.

Signed: DANIEL L. LONDON

Witnessed: AL CAREY

Questions by Al Carey:

Q. After this break, did Lou tell you they were company tools?

A. Lou told me they were company tools.

Q. Was Ben there when you struck Taylor, did he see it?

Q. Did he hear any of the conversation?

A. He was within hearing distance but I don't know if he was paying attention as he was working.

Q. Did you ever threaten Taylor in the pursuance of this conversation?

A. I just told him that I didn't want him to fuck with me, I wouldn't have anything to do with him, and he wasn't to have anything to do with me.

Q. How many times did you strike Taylor?

A. Once.

Q. When you worked on the Bridge Track before did you use Taylor's tools?

A. He must have known, as I was working with Ben.

Q. Did you know if they were Taylor's tools or the Company's tools?

A. I had a feeling they were Company tools but I wasn't sure until I asked Lou.

Q. When you went back to the Rail Shears did you inform Taylor that Lou said they were Company tools, and what was his reply?

A. I mentioned to him that I found out they were Company tools. He said "I don't care what I found out," they were his tools.

Signed: DAVID L. LONDON

Witnessed: AL CAREY

March 3, 1975

Statement of Sam Law, #6933, Loco Shop, taken in the presence of Al Carey, Lionel Beck and Captain DeLiberato by James F. Updyke.

Sam, will you tell us anything you know about the incident which occurred this morning at about 8:15:

The only thing I know, I was setting in the truck, I heard some conversation, and I got out of the truck and stood there for a while and when I heard the arguing, I told him, Danny London, to come on, get in the truck and he came along with me. I then took him down to the Electric Furnace.

Q. (By Al Carey) When you took him down to the Electric Furnace, did Danny say anything about tools.

A. I asked him what they had been arguing about and he told me they were arguing about tools.

Q. What kind of rapport did Danny have with Taylor?

A. I don't know.

Signed: SAMUEL L. LAW

Witnessed: AL CAREY

LIONEL R. BECK

JERRY DELIBERATO

March 3, 1975

Statement of Lou Kornet, #3109, Foreman, Loco Shop, taken in the presence of Al Carey, Lionel Beck and Capt. Jerry DeLiberato, by James F. Updyke.

Lou, what knowledge to you have of the incident which happened this morning?

"Dan came into the office and asked me where I wanted him to go. I told him that as long as his partner was working at the Rail Shears, he was to go out on the service truck and go to the Bridge Track for minor repairs. He came back and told me that he would need tools and I told him to go to the rail shears and get the keys from Ben or Taylor, whoever had them.

He went up and came back and asked me whether the tools in that tool box were personal tools or company tools. I told him they were company tools. He told me that Taylor wouldn't give him the keys, and I told him to forget about that I was going to send him down to the EMS to work on pouring cars.

With that I told Sam Law to take him down to the EMS in the service truck.

Dan called me from the EMS and told me that he had to go to First Aid for therapy. I sent the truck down for him and had him brought up to First Aid.

After that Lionel and Jack came over to me and asked me where Danny was, and I told them he was at First Aid. Lionel told me that when Danny was finished he was to come to Lionel's office. I called First Aid and told Danny to come back to the Loco Shop. When Lionel and Jack came over, they told me there had been a scuffle, and this was the first I knew about it.

Q. (By Al Carey) What kind of rapport was there with Danny and Taylor? Was there ever any confrontation?

A. To my knowledge I knew of no confrontation between Danny and Taylor or any other person. Danny is always a quiet spoken person and did what he was told and never bothered to even talk about anyone. LSK

Q. Whenever anyone was assigned to the Service Truck did they work out of the tool locker at the Bridge Track?

A. Yes, they all used the tools out of that box.

Signed: Louis S. Kornet

Witnessed: Al Carey

Lionel R. Beck

Jerry DeLiberato

PLAINTIFF'S EXHIBIT 736

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O. Local #1165

Number L8171-5

Date

Rec'd By [Illegible]

Name David Dantzler, Jr. Check No. 478

Address .....

Job ..... Dept. 120" Mill Div. Heating

Employee's Statement of Grievance

I, the undersigned, contend the Company iu discriminating against me in scheduling because of my color in the 120 Mill Pits the week of October 26, 1975.

I ask the Company to ceaue and desiut and to pay me all monetary lossed.

/s/ Geo Barrage Date Oct 27, 1975

First Step, Foreman's Answer:

Do not see any basis for this grievance but do believe that Dave Dantzler has an inferiority complex in making this statement. We do not show any partiality to any of the people who work in 120 mill but do make a sincere effort to comply with requests for special days off as was the case here.

Would suggest that Dave Dantzler check other heaters schedules and he would find that many schedules are split.

Grievance Denied.

Settled No Appealed to Next Step Yes

Signed Geo Barrage Signed ..... Date 11/20/75
(Foreman)

3rd Step—L.U. #1165 December 9, 1975

Grievance L-8171-5—David Dantzler Jr. #478, 120" Heating, Rolling—Rec. 11-13-75

'I, the undersigned, contend the Company is discriminating against me in scheduling because of my color in the 120" Mill Pits the week of October 26, 1975.

'I ask the Company to cease and desist and to pay me all monetary losses.'

UNION POSITION: The Union expressed concern with the fact that supervision by granting requested days off to certain employees infringed upon the schedule of the grievant. The Union requested that the Company provide it with work schedules for the week in question plus the two weeks prior.

COMPANY POSITION: The Company stated that during the week in question employee Whiteman requested that he be scheduled off on Friday and Saturday. The Company stated this request was granted. The Company stated it does not believe it discriminated against the grievant as contended in the instant grievance. The Company stated the Heaters' schedules vary and, there-

fore, it is necessary to split many schedules. The Company stated it attempts to equally distribute five consecutive day schedules amongst all Heaters to the greatest extent possible.

DISPOSITION: The Union will make a written reply to the Company within ten days in accordance with the terms of the current Labor Agreement.

Second Step Date rec'd by Sup't of Dept. .....

Same as Step #1

Settled No Appealed to Next Step Yes

Signed Geo Barrage (union) Signed ..... (Sup't) Date 11/20/75

Third Step: Date entered on Agenda .....

Modified Step 4—L.U.#1165 September 9, 1977

Grievance L-8171-5—David Dantzoer Jr. #478, 120" Heating—Rec. 11-13-75

> 'I, the undersigned, contend the Company is discriminating against me in scheduling because of my color in the 120" Mill Pits the week of October 26, 1975.
>
> 'I ask the Company to cease and desist and to pay me all monetary losses.'

UNION POSITION: Grievant Dantzler stated that he filed the instant grievance because he was not scheduled for five days the week of October 26, 1975 and less senior Heaters were scheduled five days.

COMPANY POSITION: The Company submitted the schedule and the grievant's time card as evidence of the fact that the grievant was scheduled five days during the week in question.

DISPOSITION: The Union will make a written reply to the Company within ten days in accordance with the terms of the current Labor Agreement.

PLAINTIFF'S EXHIBIT 739

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O. Local #1165

Number L-9409-5

Date 1-31-77

Rec'd By R [Illegible]

Name David Dantzler, Jr. Check No. 1603

Address .....

Job ..... Dept. 120" Mill Div. Heating

Employee's Statement of Grievance

I, the undersigned, contend the Company has discriminated against me on overtime January 22, 1977 when they gave junior Heaters and Helpers extra and denied me the opportunity to work. I ask the Company to cease and desist and to pay me all monetary losses.

/s/ Geo Barrage Date Jan. 26, 1977

First Step. Foreman's Answer:

This is the same grievance as L 9357-5. To date, Mr. Barrage and myself have been unable to establish an overtime agreement in spite of numerous hours spent on this subject. Every effort is being made to resolve remaining problems. Until such time, as there is an agree-

ment, the company has no obligation to this employee over other employees in this subdivision.

Settled No Appealed to Next Step Yes

/s/ Geo Barrage (union) /s/ [Illegible] (Foreman)

Date 1/31/77

Illegible Step Date rec'd by Sup't of Dept. 1/31/77

Same as step I.

Settled No Appealed to Next Step Yes

Signed Geo Barrage (Union Signed ..... (Sup't) Date 1/31/77

3rs Step—L.U. #1165 February 15, 1977

Grievance L-9409-5—David Dantzler, Jr. #1603, Heating—Rec. 1-26-77.

> "I, the undersigned, contend the Company has discriminated against me on overtime January 22, 1977 when they gave junior Heaters and Helpers extras and denied me the opportunity to work. I ask the Company to cease and desist and to pay me all monetary losses."

UNION POSITION: The Union stated that the instant grievance contends that the Company discriminated against the grievant because the Company gave junior Heaters and Helpers extras and denied the grievant the opportunity to work an extra as a Heater.

COMPANY POSITION: The Company stated that in the discussion with Grievance L-9457 the Union and the

grievant agreed that overtime should be rotated by going down the seniority list whether or not it involves heating overtime or helping overtime. The Company stated as a result of this discussion the Company rotated overtime in the instant grievance which lead to junior heaters and helpers being given an overtime opportunity as a heater and the grievant being offered an overtime opportunity as a helper which he refused. The Company stated that since the instant grievances were filed the Company has sat down with Committeeman Barrage and is close to formalizing an official overtime procedure for 120" Mill.

DISPOSITION: Grievance settled based on the fact that the parties are close to agreeing on an overtime procedure for the 120" Mill.

PLAINTIFF'S EXHIBIT 740

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O. Local #1165

Number L-9878-5
Date Aug. 19, 1977
Rec'd By R. J. Cole

Name David Dantzler, Jr. Check No. 1603
Address .....
Job ..... Dept. 120" Mill Div. Heating

Employee's Statement of Grievance

I, the undersigned, contend the Company is denying me the opportunity to work my share of the overtime. This is occurring in the 120" Heating subdivision. I ask the Company to cease and desist and to pay me all monetary losses because of this discriminatory action.

/s/ David Dantzler Date Aug. 17, 1977

First Step. Foreman's Answer:

Every effort is made to equalize overtime within the Heating Subdivision in accordance with the existing contract and verbal agreement.

Settled..... Appealed to Next Step ✓

/s/ David Dantzler
(union)

/s/ Robert J. Cole
(Foreman)
Tech Asst.
120 Mill

Date Aug. 19, 1977

Second Step Date rec'd by Sup't of Dept. .....

Same as Step 1

Settled No Appealed to Next Step Yes

/s/ George Barrage (union) /s/ [Illegible] (Sup't)

Date 22 Aug. 77

* * * *

3rd Step—L.U.#1165 October 7, 1977

Grievance L-987?-5—David Dantzler Jr. #1603, 120" Heating—Rec. 8-19-77

> 'I, the undersigned, contend the Company is denying me the opportunity to work my share of the overtime. This is occurring in the 120" Heating Subdivision. 'I ask the Company to cease and desist and to pay me all monetary losses because of this discriminatory action.'

UNION POSITION: The Union contended the Compay is denying David Dantzler, Check #1603, his proper share of overtime.

COMPANY POSITION: The Company stated the overtime is as follows:

Overtime Opportunities

1-19-77—Worked
1-22-77—Refused
1-30-77 to 4-7-77—off sick
4-13-77—Refused
5-9-77—Refused
5-12-77—Refused
5-12-77—Refused

The Company stated that Mr. Dantzler was dropped from the overtime list on May 13, 1977 because of three consecutive refusals and on August 19, 1977 was restored to the list as a result of a grievance. The Company stated that since August 19, 1977, Mr. Dantzler worked overtime turns on September 9 and again on September 12, 1977. The Company stated as of October 1, 1977 the overtime is as follows:

Teel	— 8	Whiteman	— 6
Finnefrock	— 9	Balestreri	—11
Killian	— 8	Huyard	— 9
Dantzler	— 7	Culbertson	— 8
Cox	—11	Madrigale	— 9
Fusco	—10		

The Company stated that any individual dropped from the overtime list for three consecutive refusals can be reinstated by requesting reinstatement.

DISPOSITION: Settled on the basis of the agreement between the Superintendent and the Committeeman.

DAVID DANTZER * 1603 GRIEVANCE L-9878-5

Overtime Opportunities

1/19/77	Worked	NOTE:	Off sick 1/30-4/7
1/22	Refused		
4/13	Refused		Off List—
5/9	Refused		3 Refusals 5/13-8/19
5/12	Refused		
5/13	Refused		

NOTE: 5/13 Dropped from list 3 refusals (consecutive)
8/19 Restored to list when grievance received.

9/9	Scheduled 6 days—Worked
9/12	Worked

As of 10/1	Teel	8
	Framefrock	9
	Killian	8
	Dantzler	7
	Cox	11
	Fusco	10
	Whiteman	6
	Ballistreri	11
	Huyaro	9
	Culbertson	8
	Madrigale	9

NOTE: Any individual dropped from list for 3 consecutive refusals can be reinstated by requesting to be reinstated.

PLAINTIFFS' EXHIBIT 744

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O. Local #1165

Number L-10034-5

Date 12/13/77

Rec'd by R. Cole

Name: David Dantzler, Jr. Check No. 1603

Address ———————

Job ——————— Dept. 120" Mill Div. Heating

Employee's Statement of Grievance

I, the undersigned, contend the Company is discriminating against me because of my color (scheduling younger men 6 days while scheduling me 5 days the week of December 4, 1977). I ask the Company to cease and desist and to pay me all monetary losses.

/s/ David Dantzler

Date: Dec. 12, 1977

First Step, Foreman's Answer:

No man, younger or older, was scheduled more than 5 days during the week of December 5, 1977. All overtime turns were filled in accordance with the existing overtime agreement. Grievance denied.

Teel—6 days
Finnefrock—6 days
Huyard—6 days
Heating

Settled: No Appealed to Next Step———————

/s/ David Dantzler (Union)

/s/ [Illegible] (Foreman)

Second Step

Same as step #1.

3rd Step—L.U. #1165 January 17, 1978

* * * *

Grievance L-10034-5—David Dantzler Jr. #1603, 120" Heating—Discrimination.

DISPOSITION: Withdrawn without precedent or prejudice.

* * * *

PLAINTIFF'S EXHIBIT 814

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O. Local #1165

Number L-5650-11

Date 2-25-72

Rec'd by T. J. Ryan

Name: John R. Hicks, III Check No. 5177

Address _____

Job_____ Dept.: Ht. Tr. & Fin. Div._____

Employee's Statement of Grievance

I, the undersigned, contend the Company violated ARTICLE XVIII of the current Labor Agreement when they discriminated against me on February 24, 1972. I ask the Company to cease and desist in this practice of constant discrimination and harassment towards me as an individual.

/s/ John R. Hicks, III

Date Feb. 25, 1972

First Step, Foreman's Answer:

To 4th Step.

* * * *

Step 4—L.U. #1165 June 7, 1972

Grievance L-5650-11—John R. Hicks, III, Check #5177, Cladding Sub., Heat Tr. & Fin. Dept.—Rec. 2-25-72

> "I, the undersigned, contend the Company violated Article XVIII of the current Labor Agreement when they discriminated against me on February 24, 1972.
>
> "I ask the Company to cease and desist in this practice of constant discrimination and harassment towards me as an individual."

UNION POSITION: The Union charged that the Company violated the discrimination clause in the Labor Agreement by denying the grievant an advance. The Union requested that the Company respond to the Union in writing as to why the advance was denied.

COMPANY POSITION: The Company stated that its policy regarding advances is that no more than three advances per year are to be granted to the extent of $30. The Company stated that Mr. Hicks was granted four advances in 1969, two at $30. The Company stated that in 1970, Mr. Hicks was granted six advances, three at $30. The Company stated that in 1971, Mr. Hicks was granted six advances, two at $30. The Company stated that in 1972, Mr. Hicks was granted one advance at $100. The Company stated that when Mr. Hicks again requested an advance on February 24, 1972, the Company did not feel that Mr. Hicks was worthy of an advance due to his record and, therefore, the advance was denied. The Company stated that it recognizes no contractual violation.

DISPOSITION: There are no provisions in the Labor Agreement covering pay advances to employees. The Company, therefore, cannot see how it can be [illegible in exhibit].

UNITED STEELWORKERS OF AMERICA
American Federation of Labor—
Congress of Industrial Organizations
Local Union 1165
750 Charles Street
Coatesville, Pa., 19320

November 16, 1972

P. T. Scull, Assistant
Manager—Labor Relations
Lukens Steel Company
Coatesville, Pa. 19320

Dear Mr. Scull:

The following grievances, heard in Fourth Step and remanded to Third Step, have been reviewed in Third Step with the result that the Union wishes them to be considered as withdrawn without prejudice and precedent.

L-5208-11
L-5650-11
L-5692-11
L-5693-11

Very truly yours,

/s/ James M. Quinn, Jr.,
JAMES M. QUINN, JR.,
Chairman
Grievance Committee

JMQ:nc

PLAINTIFF'S EXHIBIT 847

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L-5104

Date 5-3-71

Rec'd By P. T. Scull

Name: Lawrence Hubert Check No. #6025

Address: ———————

Job———————Dept.: Electric Fur. Div.: Melting

Employee's Statement of Grievance

I, the undersigned, contend the Company is violating the current Labor Agreement by unjustly suspending me on April 25th, 1971 on the 11 to 7 turn. I ask the Company to cease and desist in this practice and pay all monetary losses.

/s/ Lawrence Hubert

Date: April 29, 1971

First Step, Foreman's Answer

Direct to Third Step

* * * *

3rd Step—L.U. #1165 June 2, 1971

Grievance L-5104—Lawrence Hubert, Check #6025, EF Floor Sub., Melting Dept. Rec. 5-3-71

"I, the undersigned, contend the Company is violating the current Labor Agreement by unjustly suspending me on April 25th, 1971 on the 11 to 7 turn. "I ask the Company to cease and desist in this practice and pay all monetary losses."

UNION POSITION: None.

COMPANY POSITION: None

DISPOSITION: Held in abeyance.

Third Step—L.U. #1165 November 23, 1971

Grievance L-5104—Lawrence Hubert, Check #6025, EF Floor Sub., Melting Dept.— Rec. 5-3-71

"I, the undersigned, contend the Company is violating the current Labor Agreement by unjustly suspending me on April 25th 1971 on the 11 to 7 turn. "I ask the Company to cease and desist in this practice and pay all monetary losses."

UNION POSITION: The Union stated that the grievant had gone to the Melting Office and asked Clerk McFarland for time off to go to Detroit because his son had gotten in trouble. The Union stated that other employees have gotten off work for personal reasons and that Mr. Hubert should have been afforded the same consideration. The Union also claimed that the Company cannot force an employee to relay his personal business.

COMPANY POSITION: The Company stated that Mr. Hubert has a Company service date of 10-29-61 and has

established the following disciplinary record with the Company:

Date	Discipline	Reason
12-9-64	Written Warning	Off Job Without Permission
8-3-66	Written Warning	Poor Workmanship
1-6-67	Suspended 1 Week	Failure to Report Off
5-8-67	Written Warning	Incompetence or Failure to Meet Reasonable Standards of Efficiency
6-11-69	Written Warning	Deliberately Restricting Production or Persuading Others To Do So, Loafing on the Job or in the Locker Room or Toilet Rooms
8-14-70	Written Warning	Failure to Stay on Job
10-20-70	Written Warning	Habitual Absence From Work
4-25-71	Suspended 1 Week	Habitual Absenteeism

The Company stated that Mr. Hubert reported off his scheduled 11-7 turns, 4-22, 4-23, and 4-24-71, for personal business. Supervisor Hopton testified that he asked the grievant at the time he was accorded the instant suspension what was meant by personal business after telling the grievant that personal business was not a valid reason for being off work in view of the grievant's poor record of absenteeism with the Company. Supervisor Hopton testified that the grievant refused to relate what the personal business involved and, therefore, due to the grievant's record, he was accorded the instant suspension.

DISPOSITION: The Union will make a written reply to the Company within ten (10) days in accordance with the terms of the current Labor Agreement.

UNITED STEELWORKERS OF AMERICA
American Federation of Labor—
Congress of Individual Organizations

Local Union 1165
750 Charles Street
Coatesville, Pa., 19320

January 25, 1972

P. T. Scull, Assistant
Manager—Labor Relations
Lukens Steel Company
Coatesville, Pa. 19320

Dear Mr. Scull:

The following grievances are being submitted to the Fourth Step of the Grievance Procedure.

* * * *

L-5104

* * * *

Very truly yours,

/s/ James M. Quinn, Jr.
JAMES M. QUINN, JR.,
Chairman
Grievance Committee

JMQ:nc

4th Step—L.U. #1165 February 24, 1972

Grievance L-5104—Lawrence Hubert, #6025,
EF Floor Sub., Melting Dept.
—Rec. 5-3-71

"I, the undersigned, contend the Company is violating the current Labor Agreement by unjustly suspending me on April 25th, 1971 on the 11 to 7 turn. "I ask the Company to cease and desist in this practice and pay all monetary losses."

UNION POSITION: The Union stated it understands Mr. McFarland told the grievant he could take off due to personal business. The Union also stated it understands Supervisor Hopton told the grievant that personal business was not a valid reason for absence.

COMPANY POSITION: Supervisor Hopton testified that he told the grievant that personal business without any further explanation was not a satisfactory reason for absence in view of the grievant's previous record regarding absenteeism. Supervisor Hopton testified that he asked the grievant the reason he reported off for personal business, but the grievant refused to provide any explanation. Supervisor Hopton testified that had the grievant provided a satisfactory explanation for his absence, he would have given him the time off with permission and not taken any disciplinary action. Mr. McFarland testified that he does not recall giving the grievant time off with permission as alleged by the Union.

DISPOSITION: In view of the fact Mr. Hubert refused to give any explanation for his absence, the Company considers the suspension to be justified. The grievance, therefore, is denied.

4th Step—L.U. #1165 November 9, 1972

Grievance L-5104—Lawrence Hubert, Check #6025,
EF Floor Sub., Melting Dept.
Rec. 5-3-71

"I, the undersigned, contend the Company is violating the current Labor Agreement by unjustly suspending me on April 25th, 1971 on the 11 to 7 turn. "I ask the Company to cease and desist in this practice and pay all monetary losses."

UNION POSITION: The Union requested that the Company withdraw the instant suspension from the grievant's record without monetary losses.

COMPANY POSITION: The Company stated it feels the instant suspension was justified. Supervisor Hopton stated that it would not be fair to other men in the shop who have been similarly penalized if the Company were to remove the instant suspension from the grievant's record.

DISPOSITION: Withdrawn without precedent or prejudice.

PLAINTIFF'S EXHIBIT 848

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L-4687
Date 8/13/70
Rec'd By R. Erskine

Name: Local Union #1165 Check No. ———
Address: ———————
Job..... Dept.: Melting Div.: Floor

Employee's Statement of Grievance

We, the Local Union, claim that on July 25, 1970, the Company denied Lawrence Hubert, #6025, promotional opportunities by not allowing him to work 1st helper at the E.M.S. Floor.
We ask the Company to cease and desist in this action and to pay all monetary losses.

/s/ Carl Cannon
Date Aug. 11, 1970

First Step, Foreman's Answer:

Lawrence Hubert, Check No. 6025, was not moved to a temporary position of 1st Helper because he had not received any previous 1st Helper training and therefore is not qualified to fill this temporary vacancy.

It is the desire of the company to give 1st Helper training to qualified, older 2nd Helpers. A number of

2nd Helpers have been trained, but this training has not reached the seniority level of Lawrence Hubert.

Settled————Appealed to Next Step: Yes.

/s/ Carl Cannon
(Union)

/s/ R. Erskine
(Foreman)

Date 8-27-70

3rd Step—L.U.#1165 October 6, 1970

Grievance L-4687—*Local Union #1165, Floor Sub., Melting Dept.—Rec. 8-3-70*

"We, the Local Union, claim that on July 25, 1970, the Company denied Lawrence Hubert, #6025, promotional opportunities by not allowing him to work 1st Helper at the E.M.S. Floor.

"We ask the Company to cease and desist in this action and to pay all monetary losses."

UNION POSITION: The Union charged that on July 25, 1970, the Company denied grievant Lawrence Hubert, Check #6025, promotional opportunities by not allowing him to work as a 1st Helper at the Electric Melt Shop Floor. The Union stated that in the past 2nd Helpers have been moved to fill temporary vacancies as 1st Helpers even though they have not previously been trained as or worked as 1st Helpers. The Union charged the Company with discriminating against the grievant in this instance by refusing to move him to 1st Helper on the turn in question on July 25, 1970.

COMPANY POSITION: The Company stated that the vacancy in question is a temporary vacancy of one day's duration and, therefore, does not represent a promotional opportunity. The Company stated that since contractually it is the judge of ability and the instant

vacancy is a temporary vacancy, the Company recognizes no contractual violation. The Company stated that employee Minnier filled the temporary vacancy in question. The Company explained that employee Minnier is more senior to the grievant and has considerably more experience on the floor than the grievant and, for these reasons, the Company worked Mr. Minnier as a 1st Helper to fill the instant one-turn vacancy. The Company stated that Mr. Minnier has approximately seven years' experience on the floor as opposed to the grievant's experience of approximately one year. The Company explained further that the grievant had to be forced from the Degasser to learn how to 3rd Help in the past. The Company stated that Electric Melt Shop supervision is in the process of training 1st Helpers and submitted a list indicating that a number of senior employees to the grievant have yet to be trained as 1st Helpers. The Company stated that it sees no grounds for the Union's charge of discrimination and recognizes no contractual violation in the instant grievance.

DISPOSITION: Appealed to 4th Step.

4th Step—L.U.#1165 November 9, 1972

Grievance L-4687—*Local Union #1165, Floor Sub., Melting Dept.—Rec. 8-3-70*

"We, the Local Union, claim that on July 25, 1970, the Company denied Lawrence Hubert, #6025, promotional opportunities by not allowing him to work 1st Helper at the E.M.S. Floor.

"We ask the Company to cease and desist in this action and to pay all monetary losses."

UNION POSITION: The Union stated that on a previous turn supervision moved two 2nd Helpers up to 1st Helpers under similar circumstances when neither

2nd Helpers were qualified as 1st Helpers. The Union stated it is asking that the Company give the same consideration to the grievant.

COMPANY POSITION: The Company stated that it did not move the grievant up to the 1st Helper position because he had never received 1st Helper training and never worked as a 1st Helper. The Company explained that the normal procedure is to train 2nd Helpers on a piggyback basis in order to cover anticipated needs in the 1st Helper position. The Company explained that the previous instance referred to by the Union involved a situation where an unusually large number of 1st Helpers were off at the same time and after unsuccessful efforts in attempting to call out a 1st Helper, unqualified 2nd Helpers were moved up to the 1st Helper position. The Company stated that since the Union recognizes that employees must be trained as 1st Helpers prior to occupying the 1st Helper position, the Company will settle the instant grievance on a non-precedent basis.

DISPOSITION: The Company will pay the grievant the difference between 1st and 2nd Helper for eight (8) hours in settlement of the instant grievance on a non-precedent basis.

GRIEVANCE SETTLEMENT PAYMENT

To: Labor Relations Date .....

Ref: Grievance # .....

Employee: ..... Check Number .....

In complete settlement of the above grievance, the above employee was paid a total of ..... This payment was made by special/included in regular pay check dated ....., and was (1) ..... paid on regular payday ..... (2) ..... sent to Department Supt. .....

Copies: ✓ Labor Relations
..... Local Union
..... Employee
..... Dept. Supt.
✓ Local Union

/s/ Paymaster
Time & Payroll Deportment

11/27/72

Grievance #4687

Employee Lawrence Hubert Check Number 6025

$6.80

11/30/72 Paid on regular payday 12/1/72

PLAINTIFF'S EXHIBIT 879

5th Card
Employment Record of Mayo, William R. Social Security No. 162-28-1670 Date of Birth 12-16-35

Department	Check	Position	From	To	Disposition
Melt. Floor	H72	Degasser Helper	4- 1-75	7-29-76	Warning #43
Melt. Floor	H72	Degasser Helper	7-29-76		

#43 Warning Rule #19 Failure to use safety deviced and equipment provided for employee protection.

LUKENS STEEL COMPANY

4th card

Employment Record of Mayo, William R. Social Security No. 162-28-1670

DEPARTMENT	CHECK	POSITION	FOREMAN	FROM	TO	DISPOSITION
Met. & Dev.	H72	Mill Observer	J. Scott	5-11-67	8-12-67	Sick—Recalled
Melting-Floor	H72	3rd. Helper	R. Wetherhill	11-19-67	1-5-68	Laid Off #34
Met. & Dev.	H72	Mill Observer	H. Grubb	2-6-68	2-27-68	Warned #35
Met. & Dev.	H72	Mill Observer	H. Grubb	2-27-68	3-16-68	Recalled
Melting-Floor	H72	2nd. Helper	R. Wetherhill	3-17-68	7-2-68	Sick&L.O. #36
POOL	H72			9-15-68	11-30-68	Recalled #37
Melting-Floor	H72	2nd Helper	R. Wetherhill	12-1-68	1-19-69	Laid Off #38
Met. & Dev.	H72	Mill Observer	J. Scott	2-4-69	2-8-69	Recalled
Melting-Floor	H72	2nd Helper #39	R. Wetherhill	2-9-69	11-15-69	Laid Off #40
Observers	H72	Mill Observer #41	J. Scott	11-16-69	1-17-70	Recalled
Melt-Floor	H72	Degasser Helper	R. Wetherhill	1-18-70	7-19-74	Warning #41
Melt. Floor	H72	Degasser Helper		7-19-74	8-17-74	Warning #42
Melt. Floor	H72	Degasser Helper		8-17-74	3-4-75	Absenteeism-50
Melt. Floor	H72	Degasser Helper		3-4-75	4-1-75	Absenteeism-75

rule 21—incompetency
#40—Red. in Force—Eff. 11-15-69. Exer. J. C. in Observers on 11-16-69—#41—off Sick
#39—Recalled to Meeting Floor eff. 2-9-69—Sick #42—rule 24—abstenteeism
#38—Red. in Force—Eff. 1-19-69. Off Sick—Pool Eligible. Exer. Job Claim in Observers on 2-4-69.
#37—Recalled to Melting Floor Eff. 12-1-68—off sick.
#36—Red. of Force—Effec. 9-14-68—Off Sick—Pool Eligible
#35 Warned—Late Report Off
#34—Red. of Force—Eff. 2-3-68—Ex. J.C. in Observers—Eff. 2-4-68

Note: Recalled to Melting-Floor—Eff. 11-9-67

3rd card

Employment Record of Mayo, William R. Social Security No. 162-28-1670

DEPARTMENT	CHECK	POSITION	FOREMAN	FROM	TO	DISPOSITION
Melting	H72	Ex. Pit Helper	D. Gloven	9-2-64	9-6-64	Laid off #25
Observers	H72	Observer	C. Burke	9-15-64	12-23-64	Laid off #26
POOL	H72			12-28-64	1-2-65	Recalled
Observers	H72	2-C Observer	J. Scott	1-3-65	5-17-65	Warned #27
Observers	H72	2-C Observer	J. Scott	5-17-65	11-8-65	Warned #28
Observers	H72	2-C Observer	J. Scott	11-8-65	11-27-65	Transferred
Melting-Floor	H72	Degasser Helper	D. Gloven	11-28-65	10-8-66	Laid Off #29
Observers	H72	Mill Observer	J. Scott	10-16-66	10-29-66	Recalled
Melting-Floor	H72	E. F. Floor Helper	R. Wetherill	10-30-66	12-3-66	Laid Off #30
Observers	H72	Mill Observer	J. Scott	12-5-66	12-12-66	Acct. O/S Plt.
Melting-Floor	H72	3rd Helper #31	R. Wetherill	1-11-67	3-18-67	Laid Off #32
Met. & Dev.	H72	Mill Observer	J. Scott	3-21-67	3-25-67	Recalled
Melting-Floor	H72	3rd Helper	R. Wetherill	3-26-67	4-8-67	Acct. O/S Plt.
Met. & Dev.	H72	Mill Observer	J. Scott	5-8-67	5-11-67	Warned #33

#33 Warned—Late report off, illegal excuse
#32 Red. in Force Eff. 3-18-67—Exercised Job Claim in Observers.
#31—Recalled Eff. 1-8-67 Note: Red. of Force Eff. 4-29-67 Exercised J. C. in Observer Eff. 4-30-67
#—Red. in Force—Eff. 12-3-66. Exer. Job Claim in Observers on 12-4-66
#29—Red. in Force—Eff. 10-8-66. Exer. Job Claim in Observers on 10-9-66.
Note: Recalled 6-10-65 to Melting-Pits:Declined.
#26—Red. of force—eff. 12-24-64. #27 Late report off. #28 Late Report Off.
#25—Red. of force—eff. 9-8-64. Exercised job claim eff. 9-9-64 in Observers.

2nd card

Employment Record of Mayo, William R. Social Security No. 162-28-1670

DEPARTMENT	CHECK	POSITION	FOREMAN	FROM	TO	DISPOSITION
Melting	H72	Ex. Pit Helper #13	C. Alexander	7-25-62	8-2-62	Laid off #14
Cladding	H72	Handler #15	R. L. Bunting	5-7-63	5-14-63	Recalled #16
Melting	H72	Ex. Pit Helper	C. Alexander	5-15-63	8-31-63	Laid off #17
Misc. Labor	H72	Pool #18	H. Potter	9-9-63		Job Claim #19
Cladding	H72	Grinder	R. L. Bunting		12-28-63	Laid off #20
120" Shears	H72	Pool eff. 1-12-64		1-15-64	1-16-64	Sickness-PR #21
Gen. Labor	H72	Pool eff. 2-16-64		2-17-64	3-15-64	Transferred
Observers	H72	Mill Observer	H. A. Grubb	3-16-64	4-28-64	Warned #22
Observers	H72	Mill Observer	H. A. Grubb	4-28-64	5-27-64	Recalled
Melting-Pitts	H72	Ex. Pit Helper	D. Gloven	5-28-64	6-14-64	Warned #23
Melting-Pitts	H72	Ex. Pit Helper	D. Gloven	6-14-64	9-2-64	Warned #24

Note: Recalled eff. 4-3-64 to Cladding: Declined. #22 Absent without reporting off.
Note: Laid off eff. 2-21-64 from Cladding—had never worked there.
#21—Pool reassigned due to Medical Restriction-Temp.-No Grinding 2-13-64.
Note: Recalled eff. 1-29-64 to Cladding: off sick. #24 Habitual abstentee.
#20—Red. of force—eff. 1-6-64. #23 Habitual absenteeism-reporting off late.
#19—Job claim eff. 12-12-63.
#17—Red. of force—eff. 8-31-63. #18—Recalled eff. 9-8-63.
#16—Recalled eff. 5-8-68 to O.H.Pits.
#15—Recalled eff. 5-5-63 to Labor Pool.
Note: Recalled eff. 4-14-63 to Labor Pool—See Letter in File.
#14—Red. of force—eff. 8-4-62.
#13—Recalled eff. 7-23-62 to Melting-Pits.

PLAINTIFF'S EXHIBIT 932

August 18, 1977

TO WHOM IT MAY CONCERN:

Dear Sir:

My name is Leon Whitfield and I am a concerned bewildered and frustrated member of Local 1165 United States Steel located in Coatesville, Pennsylvania. I am only one member dissatisfied to this extent.

I am requesting an investigation into our Rank and File leaders and our Constitution in hopes of finding suitable cause to reorganize our Local to one that can be respected by Lukens Steel Company. If possible, I would like an audience with our Vice President or District Director in hopes of achieving this. We, as a Union at Lukens, are so laxed that Lukens is dictating terms as to our rights, etc. I would consider impeachment proceedings of all our present Rank and File officers, Staff persons included.

The seriousness of these findings are quite urgent. I request an immediate response and am ready to start petitions for impeachment proceedings only awaiting your response.

Yours truly,

LEON WHITFIELD
2944 N. Judson Street
Philadelphia, PA 19132

LW/acd

Oct. 6, 1977

Pittsburgh, PA.

Mr. Lynch

I forwarded this to you on 8-18-77. It came back 10-3-77 moved & left no address. So upon mailing it again I hope I can receive the response I didn't receive from our District Director of Dis. #7, Mr. McGehen.

Hoping to Hear From you soon.

Sincerely

/s/ Leon Whitfield

PLAINTIFF'S EXHIBIT 947

UNITED STATES STEELWORKERS OF AMERICA
CIVIL RIGHTS COMPLAINT FORM

Local Union #1165 District #— Check or Badge #480

Date March 6, 1921

Name of Complainant(s) Ramon L. Middleton

Address 342 Harry Road Tel. # 384-7288
Coatesville, Pennsylvania 19320

/s/ Ramon L. Middleton

Signature(s) of Complainant(s)

NATURE OF COMPLAINT

In the latter part of 1970, I was given a test and examination for a new job (Strand Casting.) This new system eventually caused my displacement and my being sent to the Labor Gang (Class #2). My previous job in Tiger Hot Top was (Job Class #8).

I never received any results of the examination or was ever told that I was accepted or turned down for the new job. Now I find that there are younger men than myself working on this new job.

I have discussed this with the following persons with no satisfactory results: John Muhs—Manager of Procedures and Facilities—no results. Carl Cannon—Grievance Committeeman and Chairman of the Civil Rights Committee discussed it with Mr. Muhs, who could not give him the reasons for Ramon's being rejected. Richard Jacks, who is assistant Committeeman also discussed it with Mr. Muhs with no results. Harry Cavuto—President of Local #1165, having discussions and talks with John Muhs found that the only reason I was denied the

job was because my foreman, Don Mathews kept me out. (This was to have been told to Harry Cavuto in confidence).

I charge that Lukens Steel Company has denied me the right to job up-dating and that this is discriminatory.

RELIEF REQUESTED

An immediate hearing to air all aspects of this case.

Monetary losses retroactive to the date when the younger men started in Strand Casting training.

An immediate action to be taken against Lukens Steel Company to insure that these discriminatory practices cease.

This alleged discrimination was based on (check):

Race ☒ Color ☐ Religion ☐ National Origin ☐

Sex ☐ Age ☐ and is with regard to (check):

* * * *

PLAINTIFF'S EXHIBIT 957

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O. Local #1165

Number L-4171

Date 3-4-69, 8:30 a.m.

Rec'd By P. T. Scull

Name Leroy Davis Check No. 4794

Address _____

Job _____Dept. Trans. & Serv. Div. Grinders

Employee's Statement of Grievance

I, the undersigned, claim the suspension given me as of March 2, 1969 is unjust. I ask the Company to reinstate me and compensate me with all monetary losses suffered because of their action.

/s/ Leroy Davis

Date March 2, 1969

First Step, Foreman's Answer:

Directly to 3rd Step.

* * * *

3rd Step—3/25/69

Grievance L-4171—Leroy Davis, Check #4794, Grinding Sub., Trans. & Services Dept.—Rec. 3-4-69

> "I, the undersigned, claim the suspension given me as of March 2, 1969 is unjust. I ask the Company to reinstate me and compensate me with all monetary losses suffered because of their action."

UNION POSITION: The Union stated that it feels the two-week suspension accorded Leroy Davis on March 2, 1969 is unjust. The Union stated that it has been informed by Mr. Davis that he took Grinders to the Electric Shop at approximately 3:15 p.m. and then went to the locker room. The Union stated that other Grinders were in the locker room along with Mr. Davis and they were not disciplined. The Union stated that it feels that Mr. Davis has been singled out as an offender and as an employee to be watched by supervision. The Union stated that small infractions which are overlooked when they involve other members of the gang are not overlooked when they involve Mr. Davis. The Union cited an example involving a Gang Leader singling out Mr. Davis. The Union also referred to an incident in which Mr. Davis requested permission from Foreman Sikora to see Mr. Muhs in the Labor Relations Department and was told to tell the Gang Leader that he was going to Labor Relations. The Union stated that when Mr. Davis complied with this request and went to Mr. Muhs' office, Mr. Muhs received a call from acting Supervisor Shaw charging Mr. Davis with being off the job without permission.

COMPANY POSITION: The Company stated that Leroy Davis, Check #4794, has a Company service date of December 11, 1959 and the following disciplinary record:

Date	Discipline	Reason
4-5-65	Written Warning	Habitual Absenteeism
10-3-65	1-Week Suspension	Habitual Absenteeism
7-2-68	Written Warning	Leaving Work Before Quitting Time & Arriving Late
7-3-68	1-Week Suspension	Leaving Work Before Quitting Time & Arriving Late
10-4-68	1-Week Suspension	Leaving Work Before Quitting Time —Off Job Without Permission
3-3-69	2-Week Suspension	Leaving Work Before Quitting Time

The Company stated that in the instant grievance it was unable to substantiate Mr. Davis' story that he took Grinders to the Electrical Shop. The Company pointed out that the normal procedure is for the Electrical truck to pick up Grinders. The Company emphasized that Mr. Davis was not directed by either the Gang Leader or the Foreman to take Grinders to the Electrical Shop. The Company pointed out that Mr. Davis has received one verbal warning, one written warning, two one-week suspensions and one two-week suspensions for leaving the job. General Superintendent Thompson testified that Mr. Davis when he is working is a good employee. Mr. Thompson stated that the problem has been one of keeping Mr. Davis on the job and stated that he does not feel that supervision has in any way been discriminating against Mr. Davis. The Company stated that a great deal of time and effort has been spent with Mr. Davis in an attempt to resolve this problem. General Superintendent Thompson offered to discuss this problem with Mr. Davis again in the presence of Mr. Davis' supervision and Chairman of the Grievance Committee, Mike Reach.

DISPOSITION: Appealed to 4th Step. In the meantime, a meeting will be held ————————————.

4th Step—L.U. #1165 April 28, 1971

Grievance L-4171—Leroy Davis, Check #4794, Grinding Sub., Trans. & Services Dept.—Rec. 3-4-69

"I, the undersigned, claim the suspension given me as of March 2, 1969 is unjust. I ask the Company to reinstate me and compensate me with all monetary losses suffered because of their action."

UNION POSITION: Grievant Davis testified that he took some burnt grinders to the Electric Shop from the Plan F area, returned to the 206" Grinding area, noticed that all the Grinders had left with the exception of the Gang Leader, and then went to the locker room. Mr. Davis testified that at the time he was accorded the instant suspension, he was told by Supervisor Shaw that another employee, Lester Moore, who had also left the Plan F area at the same time that Mr. Davis had, had been disciplined. Mr. Davis testified that Mr. Shaw never disciplined Mr. Moore until after he filed the instant grievance. Mr. Davis testified further that Supervisor Shaw asked Lester Moore to sign a statement that he had been disciplined. Mr. Davis testified that it is the unwriten law that Grinders take burnt grinders to the Electric Shop when necessary. The Union stated that it feels Mr. Davis was discriminated against and taking grinders to the Electric Shop is standard procedure and part of the Grinder's job to return tools and equipment.

COMPANY POSITION: The Company stated that Grinders do not take burnt grinders to the Electric Shop unless instructed to do so by supervision. The Company stated that Lester Moore was also disciplined at the same time as Mr. Davis, but only given a verbal warning based on his previous record. The Company stated, therefore, it does not feel that Mr. Davis was discriminated against, but rather that the suspension was just since Mr. Davis left the job early.

DISPOSITION: The Company has once again reviewed this grievance. The Company has not been able to talk to the supervisor who found Mr. Davis missing from his work place since the above hearing as he is absent from work due to illness. However, supervision in checking its records find that both Messrs. Davis and Moore were disciplined on the same day, March 3, 1969. Supervision cannot remember who was disciplined first. Supervision did ask Mr. Moore to sign the form which recorded the verbal warning extended to Mr. Moore. Both Mr. Moore and the Shop Steward, Mr. Garver, present at the hearing refused to sign the form. As a result of the review, the Company believes the suspension accorded to Mr. Davis was justified. The grievance, therefore, is denied.

PLAINTIFF'S EXHIBIT 961

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O., Local #1165

Number L-4183

Date 3-19-69, 8:30 a.m.

Rec'd By P. T. Scull

Name Leroy Davis Check No. 4794

Address _____

Job _____Dept. Trans. & Serv. Div. Grinders Sub.

Employee's Statement of Grievance

I, the undersigned, claim that the Company is constantly harassing me and that they are discriminating against me in daily assignments. I ask the Company to cease and desist in this practice.

/s/ Leroy Davis

Date March 18, 1969

First Step, Foreman's Answer:

Direct to 3rd Step.

* * * *

3rd Step
4/23/69

Grievance L-4183—Leroy Davis, Check #4794, Grinding Sub., Trans. & Services Dept.—3-19-69

> "I, the undersigned, claim that the Company is constantly harrassing me and that they are discriminating against me in daily assignments.
> "I ask the Company to cease and desist in this practice."

UNION POSITION: The Union stated that the instant grievance was filed as a result of supervision constantly harrassing and following Mr. Davis throughout his work area in the plant. The Union acknowledged that this problem has been discussed with supervision in Mr. Davis' presence since the instant grievance was filed.

COMPANY POSITION: The Company stated that since the instant grievance was filed, Mr. Davis' complaints have been discussed in detail and at considerable length with representatives of Operating, representatives of Labor Relations, representatives of Employment, and representatives of the Union in Mr. Davis' presence. Mr. N. J. Thompson, Mr. Davis' General Superintendent, stated that he is unaware of any further complaints on Mr. Davis' behalf since these meetings were held. The Union stated that it does not feel that Mr. Davis is in any way being discriminated against or harrassed, but that it is presently attempting to resolve some of Mr. Davis' problems and suggested that the instant grievance be held in abeyance pending the outcome of such action.

DISPOSITION: Held in abeyance.

* * * *

4th Step—3/25/70

Grievance L-4183—Leroy Davis, Check #4794, Grinding Sub., Conditioning Dept.—Rec. 3-19-60

> "I, the undersigned, claim that the Company is constantly harassing me and that they are discriminating against me in daily assignments.
> "I ask the Company to cease and desist in this practice."

UNION POSITION: None.

COMPANY POSITION: The Company stated that it is unaware of any further problems relative to the charges filed in the instant grievance. The Company stated that the grievant has four approved requests for transfer on file presently and is waiting to be called.

* * * *

4th Step—9-3-69

Grievance L-4184—Leroy Davis, Check #4794, Grinding Sub., Trans. & Services Dept.—Rec. 3-4-69

> "I, the undersigned, claim the suspension given me as of March 2, 1969 is unjust.
> I ask the Company to reinstate me and compensate me with all monetary losses suffered because of their action."

UNION POSITION: The Union stated that it is charging the Company in the instant grievance with discriminating against the grievant. The Union emphasized that employees often do things on their own. The Union noted that in this instance the grievant took it upon himself to take Grinders to the Electrical Shop. The Union noted that another employee, Lester Moore, was observed in the locker room at the same time that the grievant was ob-

served, but was only given a verbal warning at a later date. The Union referred to other instances of alleged discrimination involving the singling out of Mr. Davis by his supervision.

COMPANY POSITION: The Company stated that it has spent a considerable amount of time with the grievant concerning his problems. The Company pointed out that the chief problem as regards the grievant has involved absenteeism and leaving the job without permission. The Company pointed out that the grievant was previously assigned to the Flanging area where he threatened a supervisor. The Company pointed out that the grievant was then moved to the Plan F area where he again threatened a supervisor. The Company pointed out that since the most recent two-week suspension accorded the grievant, there apparently has been no problem. The Company stated that in this instance, no one directed the grievant to go to the Electrical Shop and no one at the Electrical Shop observed Mr. Davis. The Company stated that racism is not involved in the instant grievance since the grievant's foremen are both Negro and white.

DISPOSITION: The Company will make a written reply to the Union within ten (10) days in accordance with the terms of the current Labor Agreement.

* * * *

Final Settlement:

Date of Settlement 6-7-72

W.O.P.P.

PLAINTIFF'S EXHIBIT 1045

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L-9342-7

Date 1-4-77

Rec'd By H.J. Cabott

Name Harold K. Brown Check No. 5028

Address _____

Job _____ Dept. Ref. & Fuel Div. Misc. Labor

Employee's Statement of Grievance

I, the undersigned, contend the Company violated the current Labor Agreement on the 8-4 turn December 27, 1976 when they called a turn out for snow removal and did not call me as a Towmotor Operator and used a Laborer to do my job.

I ask the Company to cease and desist and to pay all monetary losses due me.

Signed Harold K. Brown Date January 3, 1977

First Step, Foreman's answer:

We will call a qualified [illegible] in this unit before going to labor in the future.

Settled Yes Appealed to Next Step /s/ H.J. Cabott 3-3-77

* * * *

PLAINTIFFS EXHIBIT 1046

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-10844-7

Date 1-16-79

Rec'd By HJ.. Cabott

Name Harold Brown Check No. 5028

Job ——— Dept. Ref. & Fuel Div. Misc. Labor

Employee's Statement of Grievance

I, the undersigned, contend the Company is denying me the opportunity to work at the Brickshed during EV vacation. I ask the Company to cease and desist and pray to be made whole.

Signed /s/ Harold K. Brown Date Jan. 15, 1979

First Step, Foreman's Answer:

Harold Brown is not an incumbent in the Refractory Handling Subdivision. For this reason he may not bump up, as per agreement with the Union and the Refractory & Fuel Department.

See enclosed letter.

Grievance denied.

Settled ——— Appealed to Next Stop ———

Signed ——— Signed /s/ [Illegible] Date Jan. 16, 1979
(Union) (Foreman)

* * * *

3rd Step—L.U.#1165 May 8, 1979

* * * *

Grievance L-10844-7—H. Brown #5028, Misc. Labor—Sen. Temp. Vacancies.

DISPOSITION: Held in abyenace for future 3rd Step meeting.

* * * *

3rd Step—L.U. #1165 July 3, 1979

Grievance L-10844-7—Harold Brown #5028, Misc. Labor—rec. 1-16-79

> I, the undersigned, contend the Company is denying me the opportunity to work at the Brickshed during EV vacation. I ask the Company to cease and desist and pray to be made whole.

UNION POSITION: The Union contends the Company is denying the grievant the opportunity to work at the Brick Shed during an EV vacation.

COMPANY POSITION: The Company respectfully requests that the instance grievance be remanded to 2nd Step for settlement between the parties. The Company stated the grievance has not been properly processed in the 1st and 2nd Steps of the grievance procedure.

DISPOSITION: The Company must request the instant grievance be remanded to 2nd Step so that proper procedures can be outlined in filling positions vacated by sickness or vacation.

PLAINTIFFS' EXHIBIT 1047

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-10845-7

Date 1-16-79

Rec'd By H.J. Cabott

Name Harold Brown Check No 5028

Job ———— Dept. Ref. & Fuel Div. Misc. Labor

Employee's Statement of Grievance

I, the undersigned, contend the Company is violating the current Labor Agreement by using 2 Laborers to perform the work of Sweeper Operator on January 12 and 15, 1979 at the EMS.

I ask the Company to cease and desist and pray to be made whole.

Signed /s/ Harold K. Brown Date Jan. 15, 1979

First Step, Foreman's Answer:

Labor job description states that they clean all areas, as designated by supervision, therefore grievance denied.

Settled No Appealed to Next Stop Yes

Signed /s/Benjamin Elliott (Union) Signed /s/ H.J. Cabott (Foreman)

Date Jan. 16, 1979

3rd Step—L.U.#1165 May 22, 1979

Grievance L-10845-7—Harold Brown #5028, Misc. Labor—rec. 1-16-79

I, the undersigned, contend the Company is violating the current Labor Agreement by using two Laborers to perform the work of Sweeper Operator on January 12 and 15, 1979 at the EMS.

I ask the Company to cease and desist and pray to be made whole.

UNION POSITION: The Union contends the Company used two Laborers to perform the work of the Sweeper Operator thereby denying the Sweeper Operator the opportunity to work overtime. The Company stated that Sweeper Operator Brown should have been called to work the overtime turn.

COMPANY POSITION: The Company stated there are normally two Sweeper Operators scheduled. The Company stated that one Sweeper Operator was off sick on January 12 and 15, 1979. The Company stated there was no other qualified Sweeper Operator. The Company stated two Laborers performed the sweeping job for the two days. The Company stated the work is properly covered under the job description of a Laborer and, therefore, fails to see where there is a violation of the contract.

DISPOSITION: Appealed to 4th Step.

Step 4—L.U.#1165 October 30, 1979

Grievance L-10845-7—Harold Brown, #5028, Misc. Labor—rec. 1-16-79

I, the undersigned, contend the Company is violating the current Labor Agreement by using 2 Laborers to

perform the work of Sweeper Operator on January 12 and 15, 1979 at the EMS.

I ask the Company to cease and desist and pray to be made whole.

UNION POSITION: The Union contends the Company used two Laborers to perform the work of Sweeper Operator, thereby denying the Sweeper Operator the opportunity to work overtime. The Union stated that Sweeper Operator Brown should have been called in to work the overtime turn. In addition, the Union indicated that the Company had placed employee Matthews to run the sweeper on Saturday instead of bringing Mr. Brown in to operate on an overtime basis.

COMPANY POSITION: The Company feels it is not under an obligation to work overtime when it has employees available to perform the work. However, in this particular case, there is some indication that the mechanical sweeper had been used and that the entire job was not done by hand. The Company feels that since insufficient information has been provided at ~~the~~ 4th Step, the grievance should go back to the 2nd Step to be resolved at that level where it should have been resolved in the first place.

DISPOSITION: The Company is requesting that this grievance go back to the 2nd Step to be resolved by Mr. Smith. In the event the grievance is not settled at that level, the grievance will be settled at a separate meeting between the Union and the Company at 4th Step.

PLAINTIFFS' EXHIBIT 1048

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-11168-7

Date [4-30-79]

Rec'd By ————————

Name Harold Brown Check No. 5028

Job ———— Dept. Ref. & Fuel Div. Brickshed

Employee's Statement of Grievance

I, the undersigned, contend the Company is denying me the opportunity to work at the Brickshed during the week of April 29, 1979 while the regular operator was off indefinitely.

I ask the Company to cease and desist and to pay me all monetary losses.

Signed ———————— Date April 30, 1979

* * * *

PLAINTIFF'S EXHIBIT 1216

SENIORITY UNITS

Actual Workforce for 1969

(Summer Hires Excluded)

[September 2, 1970]

Sub-Division	Average Number of Personnel			Percent of Each Group	
	White	Negro	Total	White	Negro
Electric Maint.	191.2	6.8	198.0	96.0%	4.0%
Flame Cut	84.2	14.0	98.2	86.0%	14.0%
S&M Sal. Yard	2.0	2.0	4.0	50.0%	50.0%
Heat Treat—APT	59.5	27.3	86.8	69.0%	31.0%
S&M Central Stores	11.6	0.0	11.6	100.0%	0%
120" Heating	12.4	1.0	13.4	92.0%	8.0%
120" Scales	7.3	0	7.3	100.0%	0%
120" Floor	37.3	6.0	43.3	86.0%	14.0%
120" Shears	0.0	17.0	17.0	0%	100.0%
120" Rolling	40.2	1.1	41.3	98.0%	2.0%
*140" Scales	6.5	0.7	7.2	90.2%	9.8%
Cond. Grinders	55.6	25.5	81.1	68.0%	32.0%
140" Heating	19.1	9.1	28.2	68.0%	32.0%
*140" Floor	20.6	1.7	22.3	92.3%	7.7%
*140" Gas Cut	21.9	5.1	27.0	81.0%	19.0%
*Spun Heads	52.9	.3	53.2	99.4%	.6%
140" Rolling	44.3	1.8	46.1	96.0%	4.0%
Cond. Steel Yds.	37.0	38.8	75.8	49.0%	51.0%
Presd. & Frmd.	4.0	0.0	4.0	100.0%	0%
Heat Trt. Clad.	80.4	56.1	136.5	59.0%	41.0%
Trans. & Serv. (Ship)	32.8	3.5	36.3	92.0%	8.0%
Melting—Pits	11.7	79.6	91.3	13.0%	87.0%
Trans & Serv. (Cond)	7.1	22.3	29.4	24.0%	76.0%
Trans & Serv. (Engr)	14.9	31.0	45.9	33.0%	67.0%
Trans & Serv. (Trucks)	41.9	6.4	48.3	87.5%	12.5%
Melting—Stk. Yds.	4.6	2.0	6.6	71.0%	29.0%
Melting—Floor	68.5	7.0	75.5	91.0%	9.0%
Heat Trt.—Pickling	21.0	13.1	34.1	62.0%	38.0%
Prsd. & Frmd. (P&P)	129.5	43.6	173.1	75.0%	25.0%
Elec. Power Station	16.4	1.4	17.8	94.0%	6.0%
Electric Cranes	315.3	32.6	347.9	91.0%	9.0%

Sub-Division	Average Number of Personnel			Percent of Each Group	
	White	Negro	Total	White	Negro
Prsd. & Frmd. (Pipe Fit.)	1.0	0.0	1.0	100.0%	0%
Prsd. & Frmd. (W'dale)	18.8	1.0	19.8	95.0%	5.0%
Ref. & Fuel (Fuel)	19.8	1.0	20.8	95.0%	5.0%
Ref. & Fuel (Pmp St.)	4.0	0.0	4.0	100.0%	0%
Ref. & Fuel (Boiler Hs)	6.6	5.8	12.4	53.0%	47.0%
Ref. & Fuel (Eqp. Rpr.)	7.3	0.0	7.3	100.0%	0%
Ref. & Fuel (Mis. Lbr)	4.0	8.0	12.0	33.3%	66.6%
Weld. Prod. (Insp)	16.4	2.0	18.4	89.1%	10.8%
Weld. Prod. (Rec&Shp)	2.0	0.0	2.0	100.0%	0%
Weld. Prod. (Straight)	2.0	0.0	2.0	100.0%	0%
Mach. & Forge (Roll Shop)	2.0	0.0	2.0	100.0%	0%
Machine & Force (Smith Shop)	22.9	0.0	22.9	100.0%	0.0%
Machine & Forge (Carpenter Shop)	25.2	0.0	25.2	100.0%	0.0%
Machine & Forge (Pattern Shop)	2.0	0.0	2.0	100.0%	0.0%
Machine & Forge (Loco. & Truck Repr.)	29.6	1.0	30.9	95.7%	3.2%
Mech. Pump	12.3	2.2	14.5	85.0%	15.0%
Mech. Lub.	35.8	0.0	35.8	100.0%	0.0%
Mechanical (Misc. Weld.)	41.1	5.0	46.1	89.0%	11.0%
Mech. Pipe Shop	51.8	2.0	53.8	96.0%	4.0%
Mechnical S.T.P.	13.8	3.0	16.8	82.0%	18.0%
Ref. & Fuel (Hot Top)	6.1	10.9	17.0	36.0%	64.0%
Welded Products (Welding)	51.2	2.2	53.7	96.0%	4.0%
Welded Products (Assembly)	15.0	1.0	16.0	93.7%	6.3%
Welded Products (Conditioning)	17.4	2.0	19.4	89.6%	10.4%
Machine & Forge (Machine Shop)	170.7	7.0	177.7	96.0%	4.0%
Welded Products (Cranes)	10.6	1.0	11.6	91.4%	8.6%
Mechanical A & M	147.1	10.7	157.8	93.0%	7.0%
Metallurgy (Obsrvs)	22.4	1.9	24.3	92.0%	8.0%

Sub-Division	Average Number of Personnel			Percent of Each Group	
	White	Negro	Total	White	Negro
Met. Development (Testing)	30.9	0.7	31.6	98.0%	2.0%
Met. Development (Inspection)	93.6	12.1	105.7	89.0%	11.0%
Ht. Trt. & Fin. (Vertical Blast)	25.6	13.9	39.5	65.0%	35.0%
Prod. Control (Heat Recording)	14.2	0.2	14.4	98.6%	1.4%
Ref. & Fuel (Masonry)	14.5	5.8	20.3	71.0%	29.0%
Mechnical—Riggers	31.1	3.0	34.1	91.0%	9.0%
Trans & Services (120" Labor)	1.0	1.3	2.3	43.0%	57.0%
Trans & Services (140" Labor)	0.0	3.0	3.0	0%	100.0%
Trans & Services (Trucks)	0.0	4.0	4.0	0%	100.0%

September 2, 1970

POOL

HOURLY WORKFORCE

(Summer Hires Excluded)

Sub-Division	Average Number of Personnel			Percent of Each Group	
	White	Negro	Total	White	Negro
Pool I	21.0	9.0	30.0	70.0%	30.0%
Pool II	4.8	1.0	5.8	83.0%	17.0%
Pool III	45.4	103.6	149.0	30.0%	70.0%
Pool IV	19.6	16.4	36.0	54.0%	46.0%
Pool V	38.6	51.1	89.7	43.0%	57.0%
Pool VI	30.9	14.7	45.6	68.0%	32.0%
Pool VII	15.6	35.2	50.8	31.0%	69.0%

PLAINTIFF'S EXHIBIT 1326

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1165
AFL CIO CLC

We, the hourly employees of Pressed and Formed Products, do hereby express our great concern for the extremely low morale that is obvious in our area due to various conditions which are not necessarily beyond our control if cooperation between Management and the hourly employees can be obtained. The general conditions which we would like reviewed are as follows:

1. Unjust suspensions and disciplinary actions taken against the hourly employees.
2. Management's impassive concern for hourly employees and welfare of Lukens.
3. Management's general lack of concern for working conditions in the shop.
4. Management's continuous efforts to create social and racial differences among the hourly employees.
5. A general lack of respect for our contract by Management.
6. Management's failure to comply with pollution equipment provided for in our contract.
7. Of utmost importance is Management's policy, particularly regarding Department Superintendent Sam Miller.

We feel that if the Company is truly serious in striving for harmonious relationship with the hourly employees, they will consider the above conditions to be reviewed in a just and equitable manner.

[93 signatures omitted]

PLAINTIFF'S EXHIBIT 1328

BEFORE

EDWARD E. McDANIEL, ARBITRATOR

Grievance No. L-10380-1

In the Matter of Arbitration

Between

LUKENS STEEL COMPANY
Coatesville, Pennsylvania

and

UNITED STEELWORKERS OF AMERICA
Local Union No. 1165

Issued: October 24, 1978

OPINION AND AWARD

Subject: Suspension and Discharge—On Fighting and Insubordination

Appearances:

FOR THE COMPANY:

Thomas J. Ryan, Manager, Labor Relations

P. T. Scull, Assistant Manager, Labor Relations

W. J. Whiteman, Staff Representative, Labor Relations

S. L. Miller, Superintendent, Pressed and Formed Products

Dr. W. L. Vernon, Medical Director

FOR THE UNION:

San Santoro, Staff Representative
Benjamin Pilotti, Local Union President
James Brown, Chairman, Grievance Committee
Ray Gardner, Grievanceman
Thomas E. James, Grievanceman
Edward Mayo, Witness
Frederick Hick, Witness
James P. McElhone, Witness
James Boggs, Witness
Alfred Hicks, Grievant

Statement of the Grievance:

"I, the undersigned, contend the Company unjustly discharged me June 26, 1978.

"I ask the Company to reinstate me, strike this mark from my record and pay me all monetary losses."

Contract Provisions Involved:

Articles II and IX of the August 1, 1977 Basic Labor Agreement.

Procedural Data:

Grievance Filed:	June 26, 1978
Appealed to Arbitration:	July 26, 1978
Heard in Arbitration:	September 26, 1978
Transcript Received:	None
Briefs Filed:	None

Statement of the Award:

The instant grievance is sustained to the limited extent (1) that the discharge penalty is set aside, in favor of extended period of disciplinary suspension and (2) that the grievant is ordered reinstated, without consideration of back pay, therefore—pursuant to the Findings herein.

GRIEVANCE

This grievance, from the Pressed and Formed Products Department, protests suspension and discharge actions against the grievant—upon "fighting" and "insubordination" charges, by Management—as without adequate "proper cause" therefor, under the Parties' Basic Labor Agreement.

BACKGROUND

On June 17, 1978, the grievant was a regular Shearman job incumbent (with a 1962 service date) at the Coatesville (Pennsylvania) Plant. On that date—following approximately sixteen (16) years of good service and conduct—he was suspended and, subsequently, was discharged from his employment. Specifically, the grievant was suspended (and, subsequently, discharged) by the Company, pursuant to a written notice thereof, which read:

"NOTICE OF DISCIPLINARY ACTION

"TO: [Grievant], Check#. . . DATE: June 19, 1978

"THIS IS TO GIVE YOU FORMAL NOTICE THAT THE FOLLOWING DISCIPLINARY ACTION HAS BEEN TAKEN AND A RECORD OF SUCH PLACED IN YOUR PERSONNEL FILE IN THE EMPLOYMENT DEPARTMENT OF LUKENS STEEL COMPANY.

☒ SUSPENSION DATING FROM June 19 TO June 23, 1978 INCLUSIVE

REASON: Fighting & Insubordination

☐ DISCHARGE EFFECTIVE DATE ———

REASON: ———

"I ACKNOWLEDGE NOTIFICATION OF THE ABOVE ACTION, AS REQUIRED UNDER THE TERMS OF THE LABOR AGREEMENT DATED AUGUST 10, 1969.

"SIGNED /s/ [Grievant] DATE 6/20/78"

In this case, the record shows that the grievant was suspended and discharged following complaints by his Plant Superintendent, S. L. Miller, that he (the grievant) had "grabbed" and "cursed" him (the Superintendent), during an encounter (at work) on June 18, 1978. Here, as the Company record reads:

> "Superintendent Miller testified that he had a contractor installing new metal shelving next to the Shears and went out to observe the job. Superintendent Miller testified that when he went to return to his office, he was stopped by employee [grievant] who said, 'What do you want from me?' Superintendent Miller testified that he did not understand and employee [grievant] continued to ask him what he 'wanted from me?' Superintendent Miller testified that employee [grievant] was close to his face and cursing. Superintendent Miller testified that employee [grievant] continued to talk loudly and he was concerned because he did not want a physical confrontation, so he turned to leave. Superintendent Miller testified that employee [grievant] then grabbed him by the arm and turned him around. Superintendent Miller testified that employee [grievant] grabbed by very hard and was yelling at him. Superintendent Miller testified that Ed Mayo and [grievant's brother] restrained grievant . . . by grabbing him to calm him down. Superintendent Miller testified that he then left and, as he was leaving, he turned around and observed grievant . . . pursuing him, saying things to him like 'meet me outside.' Superintendent Miller testified that he went to his

> office accompanied by employee Mayo. Superintendent Miller testified that he has had heated discussions in the past, especially with regard to the job evaluation of Shears jobs with [grievant] and others, but no one has ever threatened him nor grabbed him. Superintendent Miller testified that he felt [grievant's] challenge to meet him outside was a threat since if he wanted to talk with him, he "could have done that inside the plant. Superintendent Miller testified that grievant . . . did not curse him personally, but did curse during the discussion. Superintendent Miller testified that he was frightened and concerned over the entire incident and immediately called the Manager of Labor Relations, Thomas Ryan."

The grievant and Union denied that he had grabbed or cursed Superintendent Miller—or that he, otherwise, had "fought" or been "insubordinate" with him—as claimed by the Company. And, as the Union record reads:

> "The Union stated that while the grievant may have cursed, he did not threate[n] Mr. Miller nor grab Mr. Miller. The Union believes the discharge is unjust and seeks the return of the grievant with all monetary losses. Grievant . . . testified that he had a discussion with Superintendent Miller about crane delays and when Superintendent Miller turned around and left, it irritated him and he followed Superintendent Miller for a short period to get his attention. Grievant . . . testified that employee Boggs stepped in front of him and his brother advised him to go to First Aid because he was extremely nervous."

In any event, following a formal hearing on the matter, on June 26, 1978, the grievant had been declared guilty of both offenses charged and his suspension had been converted to discharge, as of that date. Thereupon,

the instant grievance arose, and the matter was processed for review in arbitration.

SUMMARY

At the hearing, as in the grievance procedure, the Company and its witnesses insisted that the grievant, in fact, had "fought" his Superintendent and had been "insubordinate" with him—as was charged. There, Superintendent Miller testified:

> "On June 19, I went to the back end of the Shop, to the West End, to check on the progress of certain metal shelving being installed in that area.
>
> "I stopped at the 108 Press, walked along the side of the No. 2 Shear and was approached by the grievant who asked if he could speak to me.
>
> "I said, 'Yes.' He said, 'What do you want from me?' I said, 'I don't know what you're talking about.' This was in the walkway near the Shear.
>
> "The grievant, then, said 'Ever since you came out here, it's been Sam Miller this and Sam Miller that.' He began to talk loudly and to use profanity.
>
> "As I turned to walk away, he grabbed me hard by the arm. Two other employees then came over and stepped between us. The grievant then said, 'Why don't you meet me outside like a man?' or words to that effect.
>
> "As I walked away, Ed Mayo, one of the employees there, followed me to the office saying [grievant] was upset and that I should not pay any attention to him."

Upon cross-examination, notably, the Superintendent added:

> "[The grievant] did not curse me, personally. But, he did a lot of cursing.

"When he grabbed my arm, I was frightened for my safety and well-being. I felt that he was trying to restrain me.

"I felt this because I was grabbed hard and because [the grievant] was angry at the time.

"When he had approached me, initially, the grievant accused me of taking away crane delay time from the incentive covering his crew. At the time, I did not know what he was talking about.

"In any case, he became incoherent, and was getting on top of me—quite close. It was then that I had turned away and that he had grabbed me by the arm.

"Employees Mayo and the grievant's brother had been working on another Shear nearby. I believe they were the ones who stepped between us.

"I went to my office and called Tom Ryan. He came out immediately. I did not talk to the grievant again."

Whether the grievant, in fact, had "grabbed" the Superintendent is in some dispute, on the evidence. The grievant claims not to have done so—or, not to "recall" having done so, at least—at any time. The grievant denies having had any intentions of causing bodily harm to the Superintendent, and denies that he had "fought" the Superintendent, in any event. And, he denies having cursed or threatened Superintendent Miller.

That the grievant had grabbed the Superintendent by his arm, however, is supported by the testimony of Plant Doctor Vernon who, shortly, thereafter, had been visited by the grievant. As Doctor Vernon testified:

"The grievant came to me with his brother at about 10:20 a.m., saying he felt shook up. He said he had been 'bugged' by Superintendent Miller; that

Miller had been pushing for more work from him and his crew.

"His brother told me that the grievant had had some personal and family problems and asked if I could give him something for his nerves.

"When I talked to the grievant, I am certain he said he had 'grabbed' Miller. His brother said that he had been easily upset, because he was having financial and marital problems at home. I do not recall any reference to Miller having said 'that's it,' by anyone."

The grievant appeared and testified on his own behalf at the hearing. There, he reported:

"When Miller came down by the Shears, I asked, 'Why are you trying to take the hour and a half off the crane?' I told him we were doing all we could; that it looked as though he would never be satisfied.

"He said, 'I can do what I want to.' He turned to walk away, and, then, turned around again saying, with his finger pointed up, 'You've had it.'

"Mike Boggs came over and said, 'Leave him alone; you can't talk to him.' Mayo and [my brother] never had to come between me and Miller.

"My brother did go with me to the Dispensary. I told Doctor Vernon that Miller and I had had an argument, and that I was upset.

"I did not tell Doctor Vernon I had grabbed Miller. I had been treated by Doctor Vernon before, when I got a finger cut off at work.

"When I went to Doctor Vernon, I did not say I had had marital or financial problems. I did not tell him that. My brother did talk to Doctor Vernon alone, and I don't know what my brother had said.

"The Nurse gave me something. I asked her for something for my nerves. I had never had any-

thing for my nerves before, but I took the pills she gave me and went home.

"I spoke to Miller like I did because they had put a remote control unit in and we had heard that crane delay time would be taken away from us in our incentive.

"I just wanted to ask why he was going to take away the delay time. The remote control unit had been in for five or six months. And, we, still, had been paid the one and a half hour delay time.

"Miller had said he could do anything he wanted to. I had followed him, saying, 'Mr. Miller, why don't you stop and talk to me like a man?' I said, 'What are you trying to do, kill me? I'm trying to get the work out for you.'

"I did not curse the Superintendent. I never told him to meet me outside to fight me or threatened him at any time either."

Employees Ed Mayo, James Boggs, Jim McElhone and a brother of the grievant appeared and provided corroborative testimony at the hearing. Claiming to have heard only a *part* of the discussion between the grievant and Superintendent Miller, Ed Mayo reported:

"Coming from the washroom to the Shear area, I had heard [the grievant] ask Miller, 'What do you want from me?' Sam turned and walked away. Sam turned again and said, 'You've had it.'

"I went down to Miller's office. He was pacing back and forth. He said, 'Come on in.' I said, 'What did you mean he'd had it?' He did not answer. He was quite upset.

"I never saw grievant touch Miller. And, I did not tell Sam he should overlook the incident. I had just wanted to know why a man of his knowledge and position would say what he did.

"Sam did not tell me [grievant] had grabbed him, and I saw nobody step between the grievant and Superintendent Miller."

Union witness James Boggs, likewise, denied having seen the grievant "grab" Superintendent Miller. As Boggs testified:

"Miller was approached by [grievant] asking why he was taking the one half hour delay time from his crew. I said to [grievant], 'Just let it go. Let it be.'

"I did not see the grievant grab Miller. I did get between the grievant and Miller, telling the grievant to be cool. I said, 'Let it be. You can't talk to him.'

"The discussion was getting heated at the time. But, at no time did I see [grievant] put his hands on Miller."

Employee Jim McElhone, who, also, had been present, at the time, testified:

"I saw [grievant] leave his Shear and approach Superintendent Miller. Miller walked away while the grievant was still trying to talk to him.

"I did not see Mayo or Fred trying to go between the two men. I did see Boggs get between them.

"I heard no threats. I did not see anybody grab anybody. And I heard no cursing.

"I was there all the time and I had followed the grievant. I only heard loud voices."

The grievant's brother, Fred, testified, finally:

"I came in on the tail-end. I'd been working in the 28 Shear area when Sam was walking away. I heard Sam say, 'That's it.' I never stepped between my brother and Miller. I heard nothing but, 'that's it.'

"I walked over and [grievant] said, 'What did he mean by that?' Then, I walked him over to first aid.

"When we got there, Mr. Ryan was there. Ryan said, 'I see he's pretty cool.' He said, 'You know your brother is being discharged?' I said, 'For what?' He said, 'For fighting.' I said, 'For what?' He said, 'That's what you heard.'

"I had seen Tom Ryan before we saw Doctor Vernon. I'd asked Ryan if I could go with my brother to Doctor Vernon's office.

"I told Doctor Vernon that my brother was nervous because Miller had said 'that's it.' I did not tell Doctor Vernon about any financial problems [grievant] may have had. I had said only that my brother was upset because Miller had said, 'that's it.' "

The Company insists that the grievant, indeed, had grabbed and threatened Superintendent Miller, as charged. Because of this conduct, it contends that "proper cause" had existed for his suspension and discharge, under the Parties' Agreements. And, it claims that this conduct violated published Plant Rules and Regulations thereagainst, which, specifically, had read:

"An employee will be subject to disciplinary action ranging from a warning to discharge from the company—depending on the type of offense, the employee's record with the company, and other factors—if he commits any of the following acts:

* * * *

"4. Insubordination (including refusal or failure to perform work assigned) or the use of profane, abusive or threatening language. . . .

* * * *

"FIGHTING ON COMPANY PROPERTY

"In order to eliminate fighting with or striking another employee on company property, the following penalties are in effect:

"First Offense—Suspenion [discharge]. . . ."

But, as the grievant and Union deny any such misconduct, the basic issue remains whether his suspension and discharge had been without sufficient proper cause therefor—in fact—under the Parties' Agreements.

FINDINGS

The Company evidence would indicate that the grievant, both physically and verbally, had assaulted Superintendent Miller. It tends to suggest, further, that he would have continued this course of conduct had he not been restrained therefrom, by fellow employees. Specifically, the grievant is said to have grabbed the arm of his Superintendent; invited the Superintendent to "fight" with him; and, had used threatening, profane and/or abusive language towards his superior, in the process—at the time.

Union evidence, however, is contrary. It indicates that the grievant, intentionally, had not grabbed the arm of his Superintendent; that he had not used threatening, abusive or profane language *towards* him; and, had not engaged in and/or *invited* any "fight" with him at any time. Its witnesses to the incident allowed only that there was "loud talk" and, possibly, some use of profanity—though not directed "towards" Miller and, otherwise, not in any abusive or threatening manner.

In any case, to say that the grievant engaged in a "fight" with his Superintendent, would seem to stretch the facts somewhat, in the situation presented on this record. It well may be that the grievant had surprised or "shook up" the Superintendent. But, that he had had any real intent to cause him bodily harm, quite clearly, has

not been demonstrated. And, though he well may have grabbed the arm of his Superintendent, this contact with his person seems to have been intended, merely, to detain this superior long enough for him to hear out the complaints of the grievant.

Such physical restraint, though improper perhaps, reasonably, did not constitute any act of *fighting* with the Superintendent. Any grabbing or holding would seem to have been of such short duration, moreover, that it, alone, had not constituted any serious restraint upon the movements of the Superintendent. And, while the evidence would seem to indicate some use of "profane" language by the grievant, it, admittedly, had not been intended nor taken to have been directed—as such—towards the Superintendent.

Here, though uttered in apparent anger, any "profanity" might be deemed of the nature of "shop" talk—which, normally, could not be taken as "insubordination" by the user. But, when *combined* with an actual physical restraint (however briefly) of his Superintendent, the angry use of such words—in resistence to a refusal by the Superintendent to hold any discussion with him—did, indeed, smack of insubordinate conduct here, on the part of the grievant.

That the grievant was disciplined upon specific charges of "fighting" his Superintendent *and* for being insubordinate to him, however, are critical to any proper and final disposition of the instant grievance. In the absence of any clear showing that the grievant was guilty of *both* such offenses, it cannot be concluded that he would have been suspended and discharged for any *single* one of these, at the time—by the Company. Thus, a determination of whether proper cause existed to support a discharge for fighting *and* insubordinate misconduct, would seem unnecessary—on the precise facts involved herein.

In sum, since the grievant is not shown to have engaged in any "fight" with his Superintendent, his discipline for *that* conduct finds no "proper cause" basis of support, under the Agreement. His suspension and discharge for fighting *and* insubordination, accordingly, could not stand. Only his "insubordination" offense, here, properly, should have been considered—in its discipline of the grievant, overall—by Management. Its *discharge* penalty will be set aside, therefore—in favor of an extended period of disciplinary suspension, for the "insubordination" by the grievant—upon these Findings.

AWARD

The instant grievance is sustained to the limited extent (1) that the discharge penalty is set aside, in favor of an extended period of disciplinary suspension and (2) that the grievant is ordered reinstated, without consideration of back pay, therefore—pursuant to the Findings herein.

Findings and Award issued
pursuant to Article VII of
Parties' Basic Labor
Agreement, by

/s/ Edward E. McDaniel
EDWARD E. MCDANIEL
Arbitrator

October 24, 1978
Pittsburgh, Pennsylvania

PLAINTIFF'S EXHIBIT 1338

July 11, 1974

Mr. N. J. Domangue
Manager, Personnel Administration

Roman Sobczynski and Alexander Norman
(F. W. Nill letter of July 5, 1974)

Dear Norris:

The attached letter from Fred Nill regarding the above employees is self-explanatory.

I am in agreement with this request, and solicit your approval of same.

Very truly yours,

D. O. GLOVEN
Manager of Steel Plants

cc: F. W. Nill

July 5, 1974

Mr. William Smith
Supervisor Employment

Subject: Roman Sobczynski and Alexander Norman.

Dear Bill:

I have been using Roman Sobczynski and Alexander Norman as temporary foreman in the Steel Yards. Both men have demonstrated that they have the necessary qualities and job performance to be put on as permanent foremen.

Mr. Alexander Norman has taken the AVA and Wunderlich and per your comments is acceptable to be a permanent foreman.

Mr. Roman Sobczynski has taken the AVA and Wunderlich several years ago and failed. The language barrier and because he was educated in a foreign land hinder him from being tested properly. He has requested that he not take the Wunderlich test to again confirm that he cannot pass the test. I am personally sympathetic with this response and hence hope you will approve that he only be required to take the AVA.

I also fully understand that these men must attend subsequent foremans school when they are made available.

Very truly yours,

/s/ F. W. Nill
F. W. NILL
Supt. of Conditioning

cc: D. O. Gloven
W. J. Domangue
E. Ross
J. Hall

PLAINTIFF'S EXHIBIT 1368

Sherman Walker

Terry Lanvanter

"Else" ?

Alvin Jones

Ralph Miller

Jhon Wilcoxs

B. Stamper

Bill Gilbert

Mike Towber

PLAINTIFF'S EXHIBIT 1369

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1165
AFL CIO CLC

Special Meeting July 13, 1978

Called by Management, George Copeland

Attending Union	Management
Dille Tucker	Tom Ryan
Ray Gardner	Tom Schull
Edward Mayo	E. Fogeleman
Fred Hicks	George Copeland
Bob Cornett	
Don Smith	
Yi Brown	
Benny Pollotti	

Follow Up July 27, 1977

Union	Management
Yi Brown	G. Copeland
Ray Gardner	T. Ryan
Fred Hicks	T. Schull
Ed Donie Mayo	S. Miller
Benny Pilotti	E. Fogelman
Paul Greger	
Don Smith	

PLAINTIFF'S EXHIBIT 1400

June 2, 1965

Human Relations and Labor Relations of Lukens Steel Company
Coatesville, Pennsylvania

Dear Sirs:

We have been in consultation with interested parties, with the intent to do all that is in our power to improve the situation of employment. We desire your full cooperation in these matters which will ultimately be of great benefit to the firm of Lukens Steel Company of Coatesville. We are not launching on a program to disrupt the labor relations, we are specifically of the intent to improve the situation for all employees.

Therefore, we are requesting that several items listed in our materials herewith be thoroughly read and considered.

We would like to have your response to this information in the form of your reactions for a conference within five days after receipt of this letter.

Cordially yours,

Open Hearth Pitmen Committee

Donald L. Parker	Alfonso Jones
Carl Cannon	James L. Thompson
Isaac W. Smith	James Hines

OPEN-HEARTH'S (Number Three Shop) COMPLAINTS

I. Incentive System in the Open Hearth Pits.

A. Apathy and indifference in bargaining.

II. Unsafe Working Conditions.

A. Overhead Hazzards.

1. Electrical repairmen carelessly leaving tools and parts on the crane's bridge which endangers limb and life of the pitmen.

B. Floor personnel throwing, shovelling their scrap, dirt and other debris in to the pit area.

C. The blasting out of tap holes without giving ample warning to pit personnel.

III. Classification.

A. Reclassifying of the first man who is now classified lower than his crane operator. The former is class ten (10), and the latter is class twelve (12).

1. The first man is held as the responsible person for that furnace in which he is working.

B. General look at reclassification

IV. Supervision, arbitrary and discriminatory actions

A. General disrespect of other men as individuals.

B. The open Hearth's furnace are being run faster and each man must be pulled hard to keep abreast. We feel that many disciplinary actions are arbitrary and unfair akin actions of Wallace's State Troopers, namely these:

1. Charles Beamsderper (Assistant Supervisor)
2. Earl Done (General Foreman)
3. Angelo Mancuso (Foreman)
   (a) Pushing beyond what is normally called fit.
   (b) Too demanding and intimidating.
   (c) No respect for a man as a man.
4. Dominic Merianna (General Foreman)

C. Report Offs

1. A man should be judged according to his previous record not according to the record of another man.

2. Men reporting off (personal business) excuses should be respected and not made public.

D. Suppressed fears of arbitrary actions by immediate and higher supervision for questioning or discussion of procedures, conditions of areas of which.

E. In the Electrical Department it has been known that a man has went to Mr. Smale and was refused the opportunity of working ladle crane without even being given a chance. We believe there is discrimination through the employment office.

LUKENS' EXHIBIT #27

1971-1977 ALL NON-CRAFT HIRES BY WEEK

Hired Week Ending	Total Hired White	Black
* * *		
02-08-75	8	7
02-15-75	4	
03-15-75	2	
09-11-76		1
Total	1037	515
* *	* *	

LUKENS' EXHIBIT 40

LUKENS GRIEVANCE REPORT 1976-1980

Cat. Code	Description	Blacks		Whites		Total
		Freq.	Pct.	Freq.	Pct.	Freq.
010.31000	Contracting out	1	2.33	42	97.67	43
010.32000	Supervisors Working	41	15.71	220	84.29	261
010.33000	Bargaining Unit Scope	0	0.00	0	0.00	0
030.11000	Disc. Absenteeism	80	43.24	105	56.76	185
030.14000	Disc. Insubordination	31	35.63	56	64.37	87
030.18000	Disc. Other Plant Rules	80	39.41	123	60.59	203
030.30000	Disc. Procedure	1	50.00	1	50.00	2
030.50000	Disc. Drugs/Alcohol	4	100.00	0	0.00	4
040.10000	Discrimination	5	55.56	4	44.44	9
040.20000	Intimidate/Coerce/Harass	13	32.50	27	67.50	40
050.20000	Prob/Prov Terminations	3	75.00	1	25.00	4
080.00000	Grievance—Procedure	0	0.00	1	100.00	1
090.10000	Holiday Scheduling	7	29.17	17	70.83	24
090.20000	Holiday Pay	11	21.57	40	78.43	51
100.60000	Scheduling General	21	19.09	89	80.91	110
110.00000	Learners General	0	0.00	1	100.00	1
120.00000	Sub General	3	42.86	4	57.14	7
130.00000	Job Descr. & Eval. Gen.	0	0.00	3	100.00	3
140.20000	Apprenticeship Gen.	2	12.50	14	87.50	16
150.00000	Arbitrator's Jurisdictio	0	0.00	0	0.00	0
160.00000	Management Rights	0	0.00	2	100.00	2
160.32000	Job or Task Assignments	19	27.54	50	72.46	69
170.00000	Overtime General	21	13.64	133	86.36	154
180.50000	Jurisdictional Assign.	43	19.91	173	80.09	216
190.00000	Rates of Pay General	3	17.65	14	82.35	17
190.40000	Incentives General	6	12.24	43	87.76	49
200.00000	Reporting Allowance	6	31.58	13	68.42	19
201.00000	Funeral/Witness Pay	2	66.67	1	33.33	3
210.00000	S & H—General	2	18.18	9	81.82	11
210.30000	Safety—Relief From Job	4	28.57	10	71.43	14
220.00000	Sen. General	11	22.92	37	77.08	48
220.21100	Sen. Promotion	8	30.77	18	69.23	26
220.40000	Sen. Interplant Transfer	0	0.00	2	100.00	2
220.60000	Sen. Job Posting	0	0.00	9	100.00	9
220.10000	Sen. Rel Abil—Testing	6	37.50	10	62.50	16
220.10400	Sen. Physical Fitness	3	37.50	5	62.50	8

Cat. Code	Description	Blacks		Whites		Total
		Freq.	Pct.	Freq.	Pct.	Freq.
220.12000	Sen. Temporary Vacancies	5	35.71	9	64.29	14
220.13000	Sen. Union Officials	0	0.00	1	100.00	1
222.00000	Sen. Force Reductions	3	23.08	10	76.92	13
222.60000	Sen. Recall	1	25.00	3	75.00	4
223.00000	Sen. Labor Pool	0	0.00	2	100.00	2
224.00000	Sen. New Facilities	0	0.00	0	0.00	0
240.00000	Strikes/Slowdowns—Gen.	0	0.00	0	0.00	0
260.00000	Termination of Employmen	6	66.67	3	33.33	9
270.00000	Vacations General	5	33.33	10	66.67	15
280.00000	Veterans Rights General	0	0.00	0	0.00	0
290.00000	PIB General	4	16.67	20	83.33	24
999.99999	Unidentified	2	25.00	6	75.00	8
	Total	463	25.67	1341	74.33	1804

LUKENS' EXHIBIT 505

LUKENS STEEL COMPANY

WARNING OR SUSPENSION NOTICE

Date 3-5-75

Check No. 3113

Employee's Name—In full: Paul O. Taylor

Department: Machine & Forge

Cross Out One: Warning

Infraction—Cause for Warning or Suspension: Rule 4 Insubordination

Shift Involved: 2

Has This Infraction Been Discussed With Employee, Cross Out One: Yes. When: 3-3 & 3-5. By Whom: L. Beck, J. Monoghan, L. Hamm, Zone 8 Committee.

GIVE FULL DETAILS OF INFRACTION:

There was an incident involving another employee (Dan London, Ck 6986) on 3-3-75.

There was misconduct in the performance of your job when abusive language was used & when you were reluctant to permit a fellow workman the use of company tooling.

See attached evidence sheets for details.

* * * *

ENDORSEMENT

/s/ J. Monaghan
Foreman
/s/ Larry Hamm
Union Rep.
/s/ J. Newhouse
Superintendent

LUKENS' EXHIBIT 509

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L-10426-5

Date: 7-20-78

Rec'd By: T. Scull

Name: Kenneth T. Young Check No.: 6430

Address ———— Job ————

Dept. 120" Mill, Div. Cranes

Employee's Statement of Grievance

I, the undersigned, contend the Company is discriminating against me in overtime because of my race. This occurred the week of July 9, 1978.

I ask the Company to cease and desist and to straighten this situation out immediately.

/s/ Kenneth T. Young, July 17, 1978

First Step, Foreman's Answer:

To 3rd Step

* * * *

3rd Step—L.U. #1165 August 8, 1978

Grievance L-10426-5—Kenneth T. Young #6430, Cranes—Rec. 7-20-78

I, the undersigned, contend the Company is discriminating against me in overtime because of my race. This occurred the week of July 9, 1978.

I asked the company to cease and desist and to straighten this situation out immediately.

UNION POSITION: The Union contended the Company is discriminating against the grievant because of his race in the distribution of overtime opportunity. The Union stated that during the week in question the Riggers were working overtime and Crane Operator Riggins worked two extras and the grievant was not accorded an opportunity to work overtime. The Union also stated that Foreman Reese has been handing out overtime and not contacting the Crane Office. The Union also contended that some overtime is not being recorded by Crane Department supervision.

COMPANY POSITION: The Company stated the grievant has 22 overtime opportunities year to date and is the top man in this respect on both cranes that he operates on a regular basis. The Company stated it has overtime records to substantiate that the grievant is receiving his fair share of overtime opportunity year to date. The Company stated that all overtime distribution should be handled through the Crane supervision and the Company will appraise Foreman Reese of this position. The Company stated that during the week in question, the grievant worked overtime on the Saturday 8-4 turn.

DISPOSITION: As requested, Foreman Reese has been instructed that crane overtime is to be distributed by the Crane Department. Since the grievant is otherwise receiving a fair share of overtime opportunity, the Company considers this grievance settled.

3rd Step—L.U.#1165 October 10, 1978

Grievance L-10426-5—Kenneth T. Young #6430, Cranes—Rec. 7-20- 78

I, the undersigned, contend the Company is discriminating against me in overtime because of my race. This occurred the week of July 9, 1978.

I ask the Company to cease and desist and to straighten this situation out immediately.

UNION POSITION: The Union stated that overtime is not being equally distributed resulting in employee Young not getting a fair share of overtime. The Union stated that employee Rigging is receiving the overtime on the crane he works every day and that the grievant gets other overtime opportunities in other parts of the mill. The Union stated that Foreman Reese is not distributing overtime as agreed.

COMPANY POSITION: The Company stated that overtime opportunity is being equalized and records indicate that employee Young had 21 turns of overtime through July 20, 1978 as compared to 19 turns of overtime for employee Riggins through the same date. The Company stated that Foreman Reese understands that overtime will be distributed by the Crane Office.

DISPOSITION: The Union will make a written reply to the Company within ten days in accordance with the terms of the current Labor Agreement.

Step 4—L.U.#1165 March 28, 1979

Grievance L-10426-5—Kenneth T. Young #6430, Cranes—rec. 7-20-78

I, the undersigned, contend the Company is discriminating against me in overtime because of my race. This occurred the week of July 9, 1978.

I ask the Company to cease and desist and to straighten this situation out immediately.

UNION POSITION: The Union contends that the grievant is not being given equal overtime opportunities. The Union stated that employee Riggins gets all of his overtime opportunities on one crane while employee Young is forced to go all over the mill to get overtime. The Union stated that Foreman Reece had been instructed by Supervisor Taylor that all crane overtime is distributed by the Crane Office and not by Foreman Reece.

COMPANY POSITION: Supervisor Taylor stated he had advised Foreman Reece that all overtime on the cranes had to be distributed through the Crane Department. Supervisor Taylor stated he was not aware that Foreman Reece was handling the crane overtime in the 120″ Mill. The Company stated that Foreman Reece is calling the Crane Office now when overtime is necessary. The Company stated that as of July 15, 1978, both Mr. Young and Mr. Riggins had 19 turns each of overtime. The Company stated they will further check the overtime situation for the week of July 9, 1978.

DISPOSITION: The Company believes the situation to be equitable in regard to overtime. As stated above, Messrs. Young and Riggins both had 19 turns of overtime as of the week ending July 15, 1978. Mr. Young had worked 18 turns and had one reject. Mr. Riggins had worked 16 turns and had three rejects. In view of the foregoing, the Company considers the grievance to be closed and settled to the satisfaction of both parties.

LUKENS STEEL COMPANY

CIVIL RIGHTS COMMITTEE MEETING
September 21, 1979
Employment Conference Room

Representing Company	*Representing Union*
N. J. Thompson	Thomas James
D. R. Copeland	Benjamin Pilotti
	Allen Mowday
	Richard Jacks

Mr. Newton Thompson reported on progress on Grievance L-10426-5 involving a charge of discrimination by Mr. Kenneth T. Young. Mr. Thompson presented statistics on overtime for Mr. Young for the year 1979. Mr. Thompson pointed out that these statistics showed no discrimination. Mr. Thompson further stated that he and Mr. Thomas James had met with Mr. Kenneth Young and discussed this matter with him. Mr. Thompson reported, and Mr. James concurred, that Mr. Young was satisfied with this investigation and found the finding satisfactory. It was agreed that 1979 showed no discrimination and that prior history in this matter was resolved satisfactorily. Mr. James stated that Mr. Thompson had done a fine job in this joint investigation.

Mr. Pilotti stated he had received a verbal complaint from Mr. Sam Clark. The complaint centered around scheduling discrimination. Because of prior complaints by Mr. Clark, it was agreed that Messrs. Thompson and James would investigate this complaint and report during the next Civil Rights Committee Meeting.

/s/ Dennis R. Copeland
D. R. COPELAND,
Asst. Manager
Labor Relations

cc: Allen Mowday
Thomas E. James
Benjamin Pilotti
Carol Shock
Richard Jacks
J. L. Slattery
C. G. Mahairas
N. J. Thompson

4th Step—L.U.#1165 September 26, 1979

Grievance L-10426-5—K. Young, Cranes—Discrimination.

DISPOSITION: The instant grievance has been resolved in accordance with the minutes of the Civil Rights Committee Meeting held on September 21, 1979.

* * * *

LUKENS' NO. 1806

INDUSTRIAL RELATIONS
ANNUAL REPORT
1974

* * * *

Grievance Procedure

One of the primary objectives of the division is to reduce the backlog of grievances to a more reasonable level. The following is a summary of grievance activity over the last five years:

	Submissions	Settlements	Unsettled At Year's End
1970	457	389	439
1971	651	549	529
1972	623	682	454
1973	667	703	408
1974	706	722	383

These figures indicate that the number of grievances filed or submitted is headed in the wrong direction. Again, we managed to keep current for the number settled exceeded the number submitted in 1974. However, the difference this year was only 16 in number and this difference has been decreasing each year for the last two years—in 1973 it was 36 and 1972 it was 59; we find ourselves running very hard to stay a little ahead of even. The number of unsettled grievances at year's end was gratifying—383—the first time in at least five years we have been under 400. A new low for and during the same five-year period was established on October 31—337. This low figure for year end—383—is going to be difficult to retain unless the Union leaders manage to set up some type of grievance screening procedure prior to filing by employees and/or Union representatives.

In reviewing and analyzing the grievances submitted during 1974, it is noted for the first time the number of

grievances filed exceeded all previous records—706. Over 50% of the grievances filed in 1974 were in four categories—crossing seniority lines (138), foremen working (106), discipline (101), and incentives (66). These same four categories have for the last five years and probably more always been on the top of the heap with the lead varying between crossing seniority lines and incentives, followed by foremen working and discipline. These four categories also account for over 50% of the grievances pending at year's end—215 of 383. A review of the activity in the four leading categories is outlined below:

Crossing Seniority Lines

	Filed	Pending
1974	139	54
1973	121	58
1972	142	93
1971	69	75
1970	63	73

The number of grievances filed in the above category in the last three years has doubled those filed in 1971 and 1970. The only explanation for this increase is an increase in the surveillance exercised by certain grievance committeemen—crossing the seniority lines or truly jurisdictional dispute between crafts, crafts vs. production or service units, and between production units and/or service units. From the record, it is noted Ben Pilotti, Chairman of the Grievance Committee and former Committeeman for Zone 9, and Steve Olinick are the watchdogs for possible crafts disputes. They led all committeemen by filing more than 50% of the grievances filed in this category—64 of 120. They were followed by Jim Brown, Committeeman for Zone 7, with 27. Brown files grievances on anyone driving truck other than Transportation Department employees. Albie Welsh

from Zone 2 filed 21 grievances contesting operations being performed by someone other than mill personnel. It is obvious from the record that a good deal of time is spent during the year processing grievances in this category—at least for 1974 and 1973—for the number pending at year's end—54 and 58—only represent 15% of the total number of grievances—383—at year's end. There really is not too much management representatives can do to reduce the number of grievances filed in this category. The Union, through Pilotti and Olinick, are dedicated to keeping the craft job assignments pure—Brown files a grievance any time he sees or someone reports somebody other than a truck driver driving a truck or operating a BG or NG engine if they are not an engineer.

* * * *

APPENDIX F

Grievances

		1973	1974
1.	Submissions		
	Bargaining Unit	85	106
	Incentives	128	79
	Job Des. & Class.	53	47
	Vacations	1	3
	Overtime	35	33
	Holidays		
	Reporting Pay	4	16
	Other Wage	23	25
	Scheduling	38	21
	Assign. Work Forces	31	41
	Cross. Sen. Lines	121	139
	Seniority	49	32
	Discipline	55	103
	Safety & Health	3	15
	Subcontracting	23	27
	Other	18	19
	Total	667	706
2.	Settlements		
	Granted by Company	228	230
	Withdrawn by Union or Compromise	475	492
	Total	703	722
	Grievances Settled at:		
	Steps 1 & 2	223	257
	Steps 3 & 4	480	465
3.	Unsettled at Year's End		
	All Steps	408	383

LUKENS' EXHIBIT 3050

MEETING WITH BY-PRODUCT DELEGATION—
JULY 13, 1978—3:00 P.M.
INDUSTRIAL RELATIONS CONFERENCE ROOM

Representing Company	Representing Union
E. L. Fogleman	Benjamin Pilotti
C. B. Copeland	James Brown
T. J. Ryan	Ray Gardner
P. T. Scull	Robert Cornett
	Donald Smith
	Frederick Hicks
	Edward Mayo
	Waddell Tucker

Mr. Ryan stated that today's meeting was called in response to the petition submitted to him by the Union. Mr. Ryan indicated that the subject matter of the petition has been discussed by top management and Ed Fogleman, Director of Manufacturing, has been assigned the responsibility of representing top management.

Mr. Fogleman stated that the Company is sincerely interested in good employee relations. Mr. Fogleman emphasized that both parties have a mutual interest in Lukens. He stated it is the Company's objective in these discussions to improve communications between the parties and indicated that it will be the Company's role in the initial meetings to listen. He indicated that the Company will respond in subsequent meetings.

1. Unjust suspensions and disciplinary actions taken against the hourly employees.

    a. Suspensions unjust and too severe; specifically referred to the three-day suspensions accorded employees Boggs and Cochran for running crane through a red light. In the Cochran case, neither supervision nor maintenance personnel notified him

that the red light was on. A foreman had also directed Cochran to go through the red light the day before. There was objection to the fact that no action was taken against either the foreman or mechanics who failed to notify Cochran that the red light was on, which is a requirement of Company safety rules with respect to the red light. It was also pointed out that when a Crane Operator is busy, he does not look for a red light unless he is notified.

2. Management's impassive concern for hourly employees and welfare of Lukens.

   a. Approximately two years ago, management removed the drill press from Building #2; now management sends material to the Machine Shop to be drilled, which is inefficient.

   b. Remote cranes have slowed production.

   c. In Building #3, the reduction from four to three cranes has resulted in machines being operated on the 3-11 turn; when there were four cranes, employees only had to work the 7-3 shift.

   d. Supervision recently laid off 23 employees and worked overtime on the press and in the Die Shop; management should operate three turns rather than two turns plus overtime.

   e. Management shortcuts nuclear procedures to meet shipped on time. For example, with respect to Heat Treat Procedure #18 on #100 Furnace, nuclear procedure calls for painting a protective coating on all blanks before heat treating and during heat treatment blanks are supposed to be placed on an 18″ high vented pot. On Order 293761392-1, management instructed employees not to paint the blanks and used 8″ pots. Management instructs employees to change melt and

slab numbers without documentation. Management instructs employees to move fixtures in another direction when grinding defects on heads so no defect is exposed. Management instructs employees to regauge heads which are under-gauge in another area than that which is under-gauge in order to meet shipped on time. With regard to fixture checking heads, if Inspectors won't accept heads, management assigns other Inspectors; customer eventually rejects heads anyway. Management has knowingly shipped Kennedy half-shells which will be rejected. With regard to double hemispheres, size 72⅜ to 79″, management is well aware that there is a defective die, but continue to make defective product and then repair it. The concern expressed with respect to the above practices was with the fact that the Company makes no profit and the customer goes elsewhere.

f. Management constantly, during the turn, changes the work they want performed. Production Control does not know what it is doing.

g. Management ignores the advice of Engineers. For example, there had been a problem breaking heavy gauge heads. Engineers told management to stop stacking; however, management continues to stack and break heads.

3. Management's general lack of concern for working conditions in the shop.

a. It was suggested to management that a blinking light rather than a red light be used to get Crane Operator's attention. The suggestion was rejected.

b. Mayo once told a foreman a red light was not working and the foreman would not listen.

c. Management ignores safety.

d. Stacking pallets too high at the end of the shear; Safety agrees—nothing done.

e. Miller told last week Rockwell piles too high (estimate 7′); indicated he would look into it—nothing done.

f. Management assigns employees who have no training to operate tow motor; issue temporary license with no training. For example, Jim McElhone.

g. OSHA told management to put a gauge on the brake. Management refused and was later forced to put on a gauge.

h. Remote control cranes are unsafe and can run away. For example, a remote control crane ran into a trailer and has damaged the walls by the furnace under such circumstances.

i. It has been suggested to management that they train men on #20 Brake since all present operators are highly inexperienced. Management refuses.

j. Floor fans are missing in the By-Products grinding area. Management has made no attempt to secure a fan. Vertical Blast Grinders have a floor fan for use during hot weather.

4. Management's continuous efforts to create social and racial differences among the hourly employees.

a. A bargaining unit employee in Building #3 made the statement that only blacks leave work early to shower. Blacks told Miller about this in order to avoid a problem—Miller said he could not do anything about this. Miller also told the blacks that if they did anything about it, they would get

in trouble. Only wanted Miller to talk to the employee involved in order to avoid a potential problem. No respect for the Shears group.

b. Miller told men with respect to their job class that they were only pushing steel and did not need any ability to perform their job.

5. A general lack of respect for our contract by management.

a. Jobs are posted, but bidders are not trained. This occurs while employees are on layoff and management works overtime; however, under the same conditions, management is training a temporary foreman.

b. Jobs are posted and supervision selects other than the senior bidder. This has occurred on #330 Press, #108 Press, #302 Rolls and #18 Flattener. Employees Sherman Walker, Elsie Reese, Terry Lavender and Jerry Swinehart were cited as employees who were denied the jobs they bid. The bidders were subsequently placed on the jobs they had bid, but only after protest and discussion.

c. Two older employees who have bid the Welder's job have been denied that job while a younger employee, Ruczhak, has been assigned the job. Now that Ruczhak would be on layoff, he has been made a temporary foreman.

d. Supervision constantly fails to recognize seniority with respect to daily job assignments. Employees have to argue or protest before such assignments are reversed.

e. Company agreed in negotiations to install a barrier by #321 Furnace—nothing has ever been done.

6. Management's failure to comply with pollution equipment provided for in our contract.
   a. Management pumps oil from one pit to another and then into the creek; there is a tank which is supposed to be used to take the oil away; they fill the tank, then accidently dump it.
   b. One of the roof fans in the Building #2 gas cutting area does not work—nothing done.
   c. During the winter when employees burn wood to keep warm, smoke is a problem due to the lack of ventilation.
7. Of utmost importance is management's policy, particularly regarding department superintendent Sam Miller.
   a. Miller does not want to communicate with the men.
   b. Miller makes decisions and does not care whether they are right or wrong.
   c. Management in general has had a negative attitude in By-Products for the last four years.
   d. Foremen tell men that Miller does not listen to them either.
   e. Miller's attitude is the #1 problem in Pressed and Formed Products.
   f. Men (in Shears) want Miller to respect them on the job as human beings.
   g. Miller does things behind their back in order to start trouble. For example, two years ago, Miller told the men to take delay with the remote control crane. Delay is now being cut out by Industrial Engineering. Can't trust Miller.
   h. Last week, Mayo was wiping his glasses when Miller asked him about an order. Miller then

told him that he had his glasses off, and when he pointed out to Miller that he was wiping them, Miller just walked away.

At the conclusion of the meeting, it was agreed that a subsequent meeting would be held next week. Date, time and specific agenda to be determined.

/s/ P. T. Scull
P. T. Scull, Assistant Manager
Labor Relations

LUKENS' EXHIBIT 3050A

MEETING WITH BY-PRODUCTS DELEGATION
July 27, 1978—3:00 p.m.
Industrial Relations Conference Room

Representing Company	*Representing Union*
E. L. Fogleman	Benjamin Pilotti
G. B. Copeland	James Brown
T. J. Ryan	Ray Gardner
P. T. Scull	Donald Smith
S. L. Miller	Fred Hicks
	Edward Mayo
	Paul Gregor

Mr. Fogleman stated that the Company has spent considerable time investigating comments made by the By-Products Delegation at the previous meeting. Mr. Fogleman stated the Company is prepared to respond to the petition and elaborating comments made at the previous meeting. Mr. Fogleman stated the Company has taken seriously both the petition and the comments from the previous meeting since both parties have a mutual interest in Lukens well-being. Mr. Fogleman requested that the Union play the role that was adopted by the Company in the previous meeting which, in this instance, would be to listen to the Company's responses.

Mr. Copeland stated that he has been designated as the Company's spokesman to cover the first six items of the petition and Mr. Miller will speak concerning the seventh item on the petition since Item #7 refers specifically to Mr. Miller.

1. Unjust suspensions and disciplinary actions taken against hourly employees.

   Mr. Copeland stated that we all recognize that disciplinary action, including suspension or dismissal, would not be necessary if every employee fulfilled

his responsibilities and obligations 100% of the time. Unfortunately, this does not happen and the only recourse available is to use disciplinary action as set forth in the joint contract based on the severity of the incident. Mr. Copeland emphasized, however, that we firmly believe that discipline should and will be used only where absolutely necessary.

With regard to the specific examples concerning cranes which ran through a red light, Mr. Copeland stated that the Company has no objection to the use of a flashing red light as suggested by the delegation. Mr. Copeland pointed out, however, that a flashing red light was previously used in the Electric Melt Shop and caused more irritation and distraction than help, but stated the Company is willing to use it on an experimental basis at By-Products. Mr. Copeland stated the Company also believes it will be necessary to change the location of lights to help the remote crane operators to see them.

2. Management's impassive concern for hourly employees and welfare of Lukens.

Mr. Copeland stated that at the previous meeting an example was cited concerning the removal of the drill press from Building #2 stating that the material is now sent to the Machine Shop, which is inefficient. Mr. Copeland stated that Company records indicate that this piece of equipment was removed from the shop in mid-1975, some three years ago. Prior to its removal, during that year, it has been utilized less than one hour per week. In 1974 and 1973, this piece of equipment had been used for less than 4.5 hours per week. In other words, there was insufficient work to efficiently operate keeping one employee on the payroll. Mr. Copeland stated it was, therefore, determined that the space could be used providing additional jobs for more people while having the drill work done at the Centralized Machine Shop.

Mr. Copeland stated that another comment made at the previous meeting concerned reduction in efficiency in Building #3 because of remote control cranes and the elimination of a crane from that building. Mr. Copeland stated that the Company was quite pleased to hear in the previous presentation the general concern by the delegation with respect to efficiency, productivity, profitability and good-quality workmanship. Mr. Copeland stated that pressed and formed head business is extremely competitive and the Company sees no significant improvement in the near future. Mr. Copeland stated that both parties must recognize that constant improvement in equipment and practices for the purposes of reducing costs and maintaining jobs is vital. Our decision to remote control our cranes was a step in this direction. Mr. Copeland stated it is also important that our equipment be used around the clock since we cannot afford to have unused equipment laying idle 16 hours per day.

Mr. Fogleman stated that the Company would like to see business reach the point where there would be delay and congestion and employees would be scheduled three turns. Mr. Fogleman stated that if the business activity reaches such a level, the Company would consider putting in a fourth crane in Building #3 under such conditions.

Mr. Copeland stated that another point stressed at the previous meeting was the fact that the Company laid off 23 employees the previous week and then had to work overtime. The overtime would not have been necessary had we not had excessive delays due to die equipment failure on Rockwell blanking. Mr. Copeland stated that unfortunately this occurred and necessitated overtime in order to satisfy customer requirements. Mr. Copeland emphasized that the shop was properly scheduled for the workload during the week in question and the Company could not antici-

pate the delays that occurred due to die equipment failure on Rockwell blanking.

Mr. Copeland stated that at the previous meeting the delegation pointed out that nuclear procedures were not followed and the Company was shipping defective material to customers knowingly, which creates dissatisfied customers. Mr. Copeland assured the delegation that it is the Company's policy that no nuclear shortcuts will be taken; however, we all recognize that mismarking and mis-stamping can occur and the restamping or remarking is only done under the full knowledge of the Inspection Department, who is responsible for seeing that our nuclear procedures are followed. As you are probably aware, Bill Jones had a shipment unloaded from a truck at the end of the last period because one of the heads was not stamped properly. We missed our goal for the period as a result, but did correct the situation and thus improve customer satisfaction.

Mr. Fogleman emphasized again that it is the Company's policy to follow the nuclear code and that no nuclear shortcuts will be taken. Mr. Fogleman stated that the nuclear code recognizes that mistakes will be made such as mismarking and mis-stamping and provides a procedure which must be documented by Inspection to correct such errors. Mr. Fogleman stated that he well remembers the shipment that was unloaded at the end of the last period because one of the heads was not stamped properly since it resulted in By-Products missing their goal for shipped on time. Mr. Fogleman stated that the bargaining unit employee who stamped the head mistook a D for a B on the order and, therefore, mis-stamped the head. Mr. Fogleman stated that Bill Jones did the right thing by unloading the shipment until the head could be properly reidentified despite the fact that shipped on time suffered as a result.

Mr. Copeland stated with regard to rippled hemispheres that when we received a complaint from Charlotte Tank Company, we immediately made a formal investigation. That investigation disclosed that excessive rippling was being caused by defective die parts. These parts have been ordered and they will be delivered shortly. In the meantime, we are filling orders using the best die equipment available, fully recognizing that some rework is necessary. Mr. Copeland emphasized that it is the only course of action open to us if we are to continue to produce the product for the customer and provide jobs for hourly employees involved. Mr. Copeland stated that if the Company were not to continue to produce the order, the customer could go to another supplier for the order and then the Company would have to contend with another supplier for future orders.

Mr. Copeland stated that another example cited at the previous meeting had to do with the breaking of heavy gauge heads. When this occurred in late 1977, an exhaustive Metallurgical investigation began and was conducted during the 1st Quarter of 1978. Several changes were made as a result of this investigation and have been adopted as standard procedure. The surfaces being ground on the Ty-Sa-Man machine remove any decarbonization and this has been a major reason for the reduction in breakage. The heating procedures and times have been changed to minimize decarbonization and copper checking. Eighteen inch vented pots were suggested, but not mandatory, as an aid to improving circulation in the furnace. Die clearance also was determined to be partially responsible. This is being corrected by the Engineering Department. Likewise, taper machine blanks on some gauges have contributed to improvment. This is all documented in a report written by D. Bracher and M. Townsley on May 15 and has

become standard practice. Mr. Copeland stated he hopes the delegation can appreciate the complexity of the situation, the depth of the investigation and the fact that management is not insensitive or ignoring the problem that will create dissatisfaction on the part of our customers. Mr. Copeland noted that while 18″ vented pots are not available, smaller pots are to be used.

3. Management's general lack of concern for working conditions in the shop.

Mr. Copeland stated that a great deal of comment was made concerning the stacking of Rockwell and pallet material. Mr. Copeland stated that the Company has no objection to reducing the height of the stacks as long as there is additional shop space. Obviously, the piling of stacks is done by bargainig unit employees, not supervision, so the Company assumes this will be easy to control.

Mr. Copeland stated that an example was cited concerning a tow motor driver who had not been properly trained and authorized to use the tow motor. The Company's investigation indicates that this delegation was quite right in bringing it to our attention. A training procedure has been formally written and only those who qualify will be permitted to use this piece of equipment in the future.

Mr. Copeland stated the delegation expressed concern about overloading #20 Brake. As you know, this piece of equipment has been in operation for more than 30 years. Through these many years, a size card for acceptances within the brake's limitations was developed and has been used for order acceptances. However, because of the concern expressed earlier this year, Sam Miller wrote a requisition on April 14 to purchase load cells for this unit as well as for #106 and #108 Presses. The equipment was re-

ceived the week of June 26 and installed immediately. Since that time, three tests have been made, using a variety of gauges and material. None of the loads came anywhere near the brake's limitation. In fact, the maximum load registered was 500 tons on this 1,000 ton unit, which has a peak load capacity of 1,500 tons. It wouldl appear to the Company that our old size card for acceptance is probably conservative. However, we expect to continue experimenting on different gauges and types of material for a few more weeks until we can develop a comprehensive new size card for order acceptances which will be based on the actual loads experienced. Mr. Copeland also added that the load cell gauges cannot be left on the equipment since they are very sensitive and the manufacturer tells us vibration from repeated operations day in and day out result in unreliable readings; therefore, the testing will have to be done on a specific plan basis. As you can see, for the best part of six months we have been responding to this problem in a logical, factual, planned approach in order to maximize the amount of work and number of hours which can be obtained.

Mr. Gardner objected to the fact that the load cells are only being calibrated at one range at the bottom of the scale. Mr. Gardner expressed concern that the load cells are not being calibrated at a maximum range.

Mr. Fogleman stated he will personally respond with regard to Mr. Gardner's concern regarding the range of calibration.

4. Management's continuous efforts to create social and racial differences among the hourly employees.

Mr. Copeland stated that he personally wants to reassure the delegation that every employee has a job to do and we do not care whether that employee is

black, white, yellow or red, nor do we care whether that employee is female or male. We will do our best to treat everyone fairly and honestly. Mr. Copeland stated, however, that we should all recognize that we cannot control what every individual says. Many times comments can be made which are misinterpreted. Mr. Copeland stated that he assures the delegation that we will not tolerate any racial comments and will be happy to discuss the matter with any specific individual identified as making comments to create social or racial unrest.

Mr. Copeland stated with respect to the job class of the Shear crew that specific numbers of the Shear crew, and particularly Alfred Hicks, had discussed this with him many times. Mr. Copeland stated he has fully investigated the matter on several occasions and has told the Shear crew members and Alfred Hicks that in his opinion the job classification of the crew members has been fairly evaluated. The grades of the Shear are consistent with the other job classifications doing similar work in other areas of the Company.

Items #5 and #6

Mr. Copeland stated the barrier by #321 Furnace will be installed. It is an expense which probably should not be necessary, but since it will provide the extra protection requested and was agreed upon in negotiations, the Company will comply.

Mr. Copeland noted that roof and floor ventilation was expressed as a matter of concern. Two portable fans were missing from the shop for repair, both have been returned, and are in operation currently. The Company is investigating what is necessary to bring the defective roof fans into satisfactory operating condition. A plan will be developed and implemented over the next several months; however, addi-

tional roof ventilation over the gas cutting areas is not justified based on the air quality standards as measured by Martin Godra.

Mr. Fogleman stated that at the current level of activity there is no need for additional ventilation in the gas cutting area. Mr. Fogleman stated this is not a closed subject if the gas cutting level of activity substantially increases resulting in air quality standards which are in violation of OSHA standards. Mr. Fogleman emphasized that currently the air quality standards are not violating OSHA standards.

Mr. Copeland stated that oil spillation in #3 Press Shop was a matter of grave concern as expressed at the previous meeting. A plan was developed last year and the board approved a capital appropriation to install a complete recirculating system located west of Plant 3 which h .s been finished and is just beginning to function. We see no further difficulty on this specific subject for the future.

Mr. Fogleman emphasized that a significant capital appropriation has resolved this problem and he considers this question a closed book.

Mr. Copeland stated there was also a comment about wood smoke during the winter at the previous meeting. The obvious solution is to return to the use of gas. Unfortunately, this is not possible due to the gas shortage that continues to exist in the United States. We do know that the burning of wood causes a great deal more smoke than the burning of coal and wish that employees would use the coal provided to minimize this problem as much as possible in the future.

Mr. Gardner pointed out that in Canada buildings are heated since it is required by law. Mr. Gardner suggested that perhaps electric heat would be an alternative to gas at Lukens.

Mr. Fogleman stated that there is not a gas and oil shortage in Canada as there is in the United States. Mr. Fogleman stated it would be impossible for Lukens to heat buildings with gas due to the unavailability of gas. Mr. Fogleman stated the Company is investigating the possibility of using a by-product of furnace heat in the future to heat buildings. Mr. Fogleman stated that while he is is sympathetic to cold conditions which exist in the winter, it is no more practical to attempt to heat buildings at Lukens than it is to heat a barn. Mr. Fogleman stated the Company will attempt to make sure that good coal is available of heating purposes during the winter.

Mr. Copeland stated that on the subject of shop postings, training, and job assignments, the subject is very complex. The Company understands the delegation's concern and will do everything it can to provide maximum job opportunities through contractual posting and training and suggests that due to the complexity of this subject it be further discussed at the shop level between members of the delegation, Ray Gardner and Sam Miller.

Mr. Fogleman stated that while he concurs with what Mr. Copeland has said with regard to job posting and training, he requested that the delegation consider giving supervision at the shop level some relief on situations where employees are perpetually training for different jobs in By-Products.

Mr. Copeland stated that Sam Miller will personally discuss Item #7 which deals with his personal management and supervisory style.

Mr. Miller stated that while he was not able to be present at the previous meeting due to the fact he was on vacation, it is his understanding from the petition and comments recorded from the previous meeting that the major objection to his supervisory

style is his faiure to communicate with the men. Mr. Miller addressed each member of the delegation personally, recalling incidents when he had personally discussed problems with each member of the delegation. Mr. Miller stated he has always been willing to discuss problems with any member of By-Products except in those instances when he has had a previously scheduled meeting. Mr. Miller assured the delegation that in the future he will be available to discuss problems with any employee in By-Products.

Mr. Fred Hicks stated that Mr. Miller has done nothing in response to the request of members of the Shears that the Shears job be raised in job class.

Mr. Miller responded that he has discussed the job evaluation of the Shears job with Mr. Copeland and Mr. Ryan, who have assured him that the Shears job is properly evaluated. Mr. Miller stated he does not have the authority as a Superintendent to unilaterally raise job rates.

Mr. Copeland stated he has also reviewed the job rates on the Shears and is convinced that they are properly in line with other shear jobs at Lukens and in the industry.

Mr. Ryan stated that the Shears jobs have been reviewed by the International Representative, Mr. Lunney, and are agreed upon by the parties as properly evaluated in accordance with the principles and procedures of the Job Description and Classification Manual which is part of the Labor Agreement.

Mr. Pilotti acknowledged that the Shears jobs are properly evaluated in accordance with the principles and procedures of the Job Description and Classification Manual which has been agreed to by the parties. Mr. Pilotti requested that management take another look at the rates on the Shears jobs, pointing

out that there are other jobs in Lukens for which special rates have been negotiated by the parties.

Mr. Ryan pointed out that there are only a handful of jobs for which there are negotiated rates and these rates came out of Company-Union negotiations. Mr. Ryan stated, however, the Company will take another look at the Shears jobs as requested by the Union.

Mr. Gardner asked the Company what it planned to do about job assignments which supervision fails to follow the agreed-upon procedure in filling. Mr. Gardner referred to an incident that occurred following the last meeting of the parties in which Mr. Gardner contended supervision failed to follow the procedure for reassignment and overtime. Mr. Gardner stated that overtime continues to be a problem also since foremen refuse to record overtime opportunities extended to employees who refuse overtime.

Mr. Miller stated he has discussed this subject with Mr. Gardner and instructed foremen to record all overtime opportunities.

Mr. Gardner acknowledged that he had discussed this question with Mr. Miller and that Mr. Miller has instructed his foremen to record all overtime opportunities, but foremen continue to refuse to follow Mr. Miller's instructions. Mr. Gardner stated that perhaps foremen should be disciplined in the same manner as the bargaining unit employees for failing to do as directed.

Mr. Fogleman stated the Company has its own way of disciplining non-bargaining unit employees. Mr. Foglemen suggested that the questions being raised by Mr. Gardner be pursued in subsequent meetings held at the shop level due to complexity and detail involved. Mr. Fogleman stated with regard to the sales outlook at By-Products that the Company is doing everything in its power to get more work for By-

Products. Mr. Fogleman stated that both parties can assist this effort by making By-Products as cost competitive in the marketplace as possible.

Mr. Copeland stated that the Company has tried to respond favorably and with facts to the concerns expressed by the delegation. Mr. Copeland stated he hopes the parties fully understand that market and competitive conditions are causing drastic changes in pressed and formed product mix and volume. Mr. Copeland stated the only way we can provide the maximum number of jobs is to continue to improve efficiency, utilize the equipment and space available in the most productive way, and be both ready and willing to cooperate in accepting the changes that are necessary.

At the conclusion of the meeting, it was agreed that subsequent meetings would be held at the shop level; date, time and specific agenda to be determined.

/s/ P. T. Scull
P. T. SCULL
Assistant Manager
Labor Relations

LUKENS' EXHIBIT 3051

January 2, 1979

Mr. E. L. Fogleman
Director of Manufacturing

Implementation of Union Requests

Dear Sir:

All of the Union requests directed at Pressed and Formed Products have been completed.

The last one to be corrected was the installation of a penetration barrier along the north wall of Plant #1, adjacent to the rear of #321 furnace.

This letter will be my final report on this subject.

Very truly yours,

/s/ S. L. Miller
S. L. MILLER
Superintendent
Pressed & Formed Products

cc: G. B. Copeland
T. J. Ryan

November 28, 1978

Mr. E. L. Fogleman
Director of Manufacturing

Implementation of Union Requests

Dear Sir:

The status of the remaining Union requests directed at Pressed and Formed Products department is as follows:

1. Recalibration of #20 press brake load sensor with a capacity load of 1,000 tons.

   The rented hydraulic jacks were repaired by L. J. Stevens Company and returned to Lukens for the third attempt on this date. The brake was put under a load of 1,000 tons and the calibration was correct as stated by L. J. Stevens Company when the load sensors were first installed. The Stevens representative will send me a letter confirming the test results.

2. Install a penetration barrier on the north wall of Plate Processing per contract agreement.

   This project was redesigned by Leo Daiuta. However, no progress has been made toward actual implementation.

Very truly yours,

/s/ S. L. Miller
S. L. MILLER
Superintendent
Pressed & Formed Products

cc: G. B. Copeland
T. J. Ryan
File for F.U.

November 8, 1978

Mr. E. L. Fogleman
Director of Manufacturing

Schedule for Implementation of Union Requests

Dear Sir:

There are two items remaining on the list of Union requests directed at Pressed and Formed Products.

1. Recalibate #20 press brake load sensor with a 1000 ton load.

   The rented hydraulic jacks were received and were tried on October 16th. However, the tests were a failure because the seal in one of the jacks failed. L. J. Stevens Company will return on November 8th, to finish this job.

2. Install a penetration barrier on the north wall of Plate Processing per contract agreement.

   This project has been redesigned. However, no progress has been made as of this time.

Very truly yours,

/s/ S. L. Miller
S. L. MILLER
Superintendent
Pressed & Formed Products

cc: G. B. Copeland
T. J. Ryan
File for F.U.

October 12, 1978

Mr. E. L. Fogleman
Director of Manufacturing

Schedule for Implementation of Union Requests

Dear Sir:

Following is an update of progress in correcting various Union complaints.

1. Install flashing red lights of #108.

   Service request #705, issued August 7th—necessary parts have arrived and Don Armstrong will install by November 1st.

2. Recalibrate #20 brake with an 800 ton load.

   Two 400 ton jacks have been shipped from Niagara Machine. Tests will be made as soon as they arrive. The completion date is rescheduled from October 1st to November 1st.

3. Install a penetration barrier on the north wall of Plate Processing per contract agreement.

   This project has been redesigned. Present siding will be removed and safety guards installed over wiring and piping per Leo Daiuta.

Very truly yours,

/s/ S. L. Miller
S. L. MILLER
Superintendent
Pressed & Formed Products

cc: G. B. Copeland
T. J. Ryan
File for F.U.

September 20, 1978

Mr. S. L. Miller

Dear Sam:

Please continue to provide an up-date monthly on the progress of all items on which we agreed to take action during our recent discussions with the Union.

Also, include in that monthly progress report the number of meetings held with Shop Union representatives to communicate or inform them on the various subjects. I would like to see you have Dave Jordan maintain for the next year a log showing the number of specific meetings or contacts held with the Shop Union representatives, the specific subjects discussed and the time involved. It would not be necessary to summarize this log but could be very useful should further discussion develop in the next year.

If you have any questions, please review with me. Thank you for your cooperation.

Yours very truly,

/s/ George
GEORGE B. COPELAND

GBC/fms

September 6, 1978

Mr. E. L. Fogleman
Director of Manufacturing

Schedule for Implementation of Union Requests

Dear Sir:

Following is an update of the progress of various items listed in my letter of August 10, 1978.

1. Install flashing red lights to replace caution lights on machinery.

   Service Request #705, issued August 7, 1978. Estimated completion date was September 1st, but the necessary parts have not arrived. This light will be installed on #108 only on a test basis.

2. Establish walkways for the use of radio controlled crane operators.

   All walkways have been identified and lines painted. However, it requires constant attention to keep them open and the lines well painted.

3. Limit height of piles.

   This is not necessary. However, all personnel will be cautioned to be aware of unstable or unsafe piles.

4. Recalibrate #20 brake with an 800 ton load.

   The two 400 ton jacks required for the tests have been ordered from Niagara Machine on a rental basis. As soon as they arrive, J. Stevens Press Service Company, Lester, Pa., will perform the tests. This item should be completed by October 1st.

5. Finish testing and evaluation of #20 brake.

   Leo Daiuta is writing a report which should be out by September 11th.

6. Repair all inoperative roof fans.

   All roof fans were in operation as of September 4th.

August 10, 1978

Mr. E. L. Fogleman
Director of Manufacturing

Schedule for Implementation of Union Requests

Dear Sir:

Following is the current status and estimated completion dates of the various items requested by the local union members.

1. Install flashing red lights to replace present caution lights on machinery.

   Service Request #705, issued August 7, 1978. Estimated completion date, September 1. This light will be installed on #108 only on a test basis.

2. Establish walkways for the use of radio controlled crane operators.

   Painting of yellow lines defining walkways now in process and will be complete by September 1.

3. Limit height of piles.

   This is not necessary. However, all personnel will be cautioned to be aware of unstable or unsafe piles.

4. Recalibrate #20 brake with an 800 ton load.

   L. J. Stevens Press Service Company is scheduled for August 15th to do this work.

5. Finish testing and evaluation of #20 brake.

   Leo Diauta is working on this project and will have a report by September 1.

6. Repair all inoperative roof fans.

   Work will begin August 12 and will be completed by October 1.

7. Install a penetration barrier on the north wall of plate processing per contract agreement.

   A service request has been issued and the project is before A. Eastburn for approval per J. Muhs August 8. There is no estimated completion date at this time.

Yours truly,

/s/ S. L. Miller
S. L. MILLER
Superintendent
Pressed & Formed Products

cc: G. B. Copeland
T. J. Ryan

LUKENS' EXHIBIT 3052

December 4, 1978

Mr. E. L. Fogleman
Director—Manufacturing

P&FP—IMPLEMENTATION OF UNION REQUESTS

After looking at Miller's memo of November 28 on the above subject, it would appear only two items remain to be accomplished—one (1) Miller's responsibility—installation of penetration barrier on north wall of Plate Processing and two (2) Ryan's—a further explanation to the men on the Shears why their rates cannot be increased.

Taking the second item first—I had tried more than several times to arrange a meeting with the Shear personnel through Jim Brown to no avail—Brown finally told me to 'let sleeping dogs lie'. The Union plans to turn the problem over to Frank Lunney, the Union's expert on job classification and rates of pay.

First item—can't you use your influence to help Miller get this penetration barrier started—it has been four (4) months since Copeland made a commitment in the meeting with the delegation from P&FP. Furthermore, there was also a commitment made in the 1977 Negotiations.

/s/ T. J. Ryan
T. J. RYAN
Manager—Labor Relations

cc: G. B. Copeland
S. L. Miller

UNION'S EXHIBIT 57

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-10932-9

Date 2-23-79

Rec'd By W. Whiteman

Name Paul E. Butcher Check No. 6224

Job——————— Dept. Mechanical Div. Weld Shop

Employee's Statement of Grievance

I, the undersigned, contend the Company is discriminating against me when they denied me the opportunity to work a rotating schedule 4-12 and 12-8 turns as a Gangleader.

I ask the Company to cease and desist immediately.

/s/ Paul E. Butcher
Date Feb. 22, 1979

First Step, Foreman's Answer: 4th Step

* * * *

Step 4—L.U. #1165 April 24, 1979

Grievance L-10932—Paul E. Butcher #6224, Misc. Weld Shop—rec. 2-23-79

I, the undersigned, contend the Company is discriminating against me when they denied me the oppor-

tunity to work a rotating schedule 4-12 and 12-8 turns as a Gangleader.

I ask the Company to cease and desist immediately.

UNION POSITION: The Union contends that Paul E. Butcher was a successful bidder for a Gangleader job. The Union stated the posting did not specify a 12-8 turn over the other two turns.

COMPANY POSITION: The Company stated the grievant will be rotated as a Gangleader on the 4-12 and 12-8 turns.

DISPOSITION: Settled based on the Company's position.

UNION'S EXHIBIT 91

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local # 1165

Number L8937-6

Date 8-6-76

Rec'd By A. K. Hopton

Name William R. Mayo Check No. 72

Address———————————————

Job ———————— Dept. Melting Div. CF Floor

Employee's Statement of Grievance

I, the undersigned, contend the Company gave me an unjust written warning July 29, 1976.

I ask the Company to cease and desist and to strike this mark from my record.

I feel as though this was a personal reaction from Safety Man Livingston because I questioned him.

Signed———————— Date————————

First Step, Foreman's Answer: Refer to 2nd Step

Second Step Date rec'd by Sup't of Dept 8-6-76

The fact that the area safety man reported Mayo for failure to wear proper safety equipment was not for personal reasons. He was performing his duties as required. The policy of the Melting Department clearly

states that proper safety equipment be worn as required and Mayo did not adhere to this.

Settled No Appealed to Next Step ✔

Signed Richard Jacks A. K. Hopton 8-6-76

3rd Step— L.U. #1165 December 7, 1976

Grievance L-8937-6—William Mayo #72, EMS Floor—Rec. 8-5-76

'I, the undersigned, contend the Company gave me an unjust written warning July 29, 1976.'

'I ask the Company to cease and desist and to strike this mark from my record.'

'I feel as though this was a personal reaction from Safety Man Livingston because I questioned him.'

UNION POSITION: The Union contended the Company accorded William Mayo, ck #72, an unjust written warning on July 29, 1976. The Union stated they would like Mr. Mayo and Mr. Livingston present at the 4th Step.

COMPANY POSITION: The Company stated that every employee is required to wear the proper protective equipment in their work area. The Company stated Mr. Mayo was disciplined for failure to wear safety glasses, failure to wear his hard hat and did not have on his fire retardant shirt.

DISPOSITION: Appealed to 4th Step.

* * * *

L8937-6—Withdrawn by union.

* * * *

UNION'S EXHIBIT 135

JOINT REPORT

December 8, 1964

REPORT OF THE CONTRACT REVIEW COMMITTEE TO THE HUMAN RELATIONS COMMITTEE

I. *TRAINING*

During the past year, the Training Subcommittee of the Human Relations Commitee has been engaged in various fact-finding endeavors. The Subcommitee has attempted to assemble as much information as possible with regard to the training, educational and counseling needs of workers in the steel industry.

A comprehensive statistical study was made of the employees in the operations of the eleven companies in Youngstown, Ohio. The six plants involved were the Brier Hill Works, the Campbell Works and the Metal Products operation of Youngstown Sheet and Tube, the Ohio Works and the McDonald Works of U. S. Steel, and the Republic Steel plant. From the records of over 20,000 employees which were examined, extensive information was obtained regarding advancement opportunities as related to educational attainment, particular types of operations and racial and ethnic backgrounds.

In addition, the Subcommittee conducted meetings with local union and local management representatives from various basic steel plants. The locations included were the Sparrow Point plant of Bethlehem, the Warren, Ohio plant of Republic, the Indiana Harbor plant of Inland, the Fairfield Steel operations of U. S. Steel and the Aliquippa Works of Jones & Laughlin. From the informal discussion at these meetings, the members of the Subcommittee were able to obtain much useful information with regard to training and educational needs of steelworkers.

On the basis of the information received, the Committee members hereby set forth their appraisal of the training problems disclosed, and the general approaches which should be taken in order to deal with those problems effectively.

* * * *

Testing

A. *Union Committee Members' Position*

There is increasing concern in the Union over the use of tests by the industry. Written intelligence and achievement tests are being relied upon for more and more purposes by the companies, but in the Union's opinion, such reliance has been excessive in most instances. When tests are not related to the needs of the industry, when there is no appropriate validation, when the administration of testing procedure is haphazard, and when arbitrary cutting scores are established the value becomes very doubtful. This misuse of and faulty reliance upon testing, which is all too common in the industry, produces only injustices to employees and limits their rightful opportunities for advancement. Therefore, written intelligence and achievement tests should be used only by agreement with the Union and, even then, only after proper validation and appropriate administrative procedures are established.

B. *Company Committee Members' Position*

The Companies have the responsibility for determining the qualifications of employees and the means by which they make such determinations are already subject to the grievance procedure. There has not been any showing that the tests given are not related to the qualifications of the job in question.

* * * *

UNIONS' EXHIBIT 138

United Steelworkers of America, AFL-CIO

1968 Blue Book

Covering Master Agreement and Settlement

Between

UNITED STATES STEEL CORPORATION

and the

UNITED STEELWORKERS OF AMERICA

Production and Maintenance Employees

Heavy Products Operations

Sheet & Tin Operations

Tubular Operations

Wire Operations

August 1, 1968

Pittsburgh, Pennsylvania

* * * *

APPENDIX F

TESTING

The September 1, 1965 Agreement provided the following:

> "The Companies and the Union have not agreed on the subject of testing and, accordingly, have agreed to study the present practices and procedures with respect to the Companies' use of written tests as an aid in determining the ability and qualifications of employees for advancement and transfer. Such study shall be completed not any later than June 1, 1966.
>
> "The study shall include:
>
> (1) A survey of written tests used by the Companies as an aid in the selection of employees for promotion, for transfer, and for entrance into training programs (other then apprenticeship programs);
>
> (2) An examination of the relationship of tests to the qualifications required for the work in question; and
>
> (3) A survey of administrative procedures used in conjunction with testing programs."

The study conducted in accordance with the above revealed differences in the extent to which tests are used and in testing practices in the Industry. Where testing is used, the types of tests and testing procedures vary greatly. In addition, the use of tests was found directed to promotions within promotional sequences, between such sequences for transfer applicants, and for those seeking entrance into training and apprenticeship programs.

The parties, after giving due consideration to the study results, have arrived at the following understandings to be effective August 1, 1969:

1. While the Union preserves fully its right to challenge through the grievance procedure the present or future use of tests, the Union and the Companies agree that where tests are used by the Company as an aid in making determinations of the qualifications of an employee, such a test (except as otherwise provided herein) must in any event be a job-related test. A job-related test, either written or in the form of an actual work demonstration, is one which measures whether an employee can satisfactorily meet the specific requirements of that job including the ability to absorb any training which may necessarily be provided for that job.

2. In the case of manning new facilities, transfers from one agreed-upon seniority area to another and transfer from one plant to another, the parties have agreed in specific provisions of the seniority section of the Basic Agreement that an employee may be required to have the ability to progress. To the extent that such a requirement is applicable, the parties agree that an employee may be tested as an aid in determining whether he can qualify for the job he is seeking and, in addition, is likely to become qualified to perform the next higher job in the line of progression or promotional sequence. Such testing shall be job-related as described above and specifically directed toward measuring the actual knowledge or ability that is a pre-requisite to becoming satisfactorily qualified on the next higher job in the line of progression or promotional sequence.

This provision is subject to the provisions in Sections 13M, 13N and 13-O-2 of the U. S. Steel Agreement (and the comparable provisions in the other agreements).

3. The criteria for entrance into apprenticeship are not affected by this understanding but are covered in Appendix G dealing with that program.

4. The provisions of this Appendix F do not apply to any aspect of testing for entrance into trade and craft jobs and upgrading of trade and craft employees.

5. As to all testing, the following additional guides shall apply:

(a) Tests shall be fair in their makeup and in their administration;

(b) Tests shall be free of cultural, racial or ethnic bias; and,

(c) Testing procedure shall include procedures for notifying an employee of his deficiencies and offering counselling as to how he may overcome them.

APPENDIX G

APPRENTICESHIP TRAINING MEMORANDUM OF UNDERSTANDING

1. *Objective of Apprenticeship Training*

The objective of apprenticeship training is

(a) To provide a full and fair opportunity for achievement of full craft status to interested and qualified employees of the Company, and

(b) To provide the Company with qualified craft personnel.

2. *Crafts—Training Periods—Job Classes*

The crafts involved, the training periods and the job classes therefor are set forth in the Basic Labor Agreement. The Company may provide methods for advancement to craft status other than through the apprenticeship program.

3. *Posting and Filling of Apprenticeship Vacancies*

Apprenticeship vacancies shall be filled on the same basis as other permanent vacancies, and shall be subject to the posting practices at the plant. In the filling of apprenticeship vacancies in any given craft the seniority provisions relating to the filling of permanent vacancies within the seniority unit shall apply. In the event that the vacancy is not filled from within the seniority unit, the contractual provisions relating to intraplant transfers shall be available to employees desiring an opportunity to participate in the apprenticeship training programs. Representatives of the Company and the Union at each plant shall determine the method or procedures whereby apprenticeship vacancies not filled from within the seniority unit will be made generally

known to employees, which may include posting of vacancies at appropriate locations or any other method designed to acquaint employees not directly associated with the craft in which the vacancy occurs with the fact that such vacancy exists.

In the determination of relative ability and physical fitness in accordance with the applicable seniority provisions of the Basic Labor Agreement, the Company shall be limited to the use of such examinations and testing procedures as are related to the physical and training requirements of the craft involved.

4. *Retention of Apprentices during Periods of Reduced Operations*

An apprentice who has completed at least 25% of the total hours required to complete the apprenticeship program in which he is enrolled at the time that he would, by reason of the applicable seniority provisions, be laid off or demoted to a lower rated job, shall be required to make a binding election either to

(a) be laid off, demoted and recalled in accordance with all applicable seniority provisions; or

(b) be placed in layoff-training status and thereafter be entitled to benefits from the SUB Plan without regard to any other SUB eligibility requirements. The amount of such benefits shall be the same as if he had been laid off. An apprentice who has elected this option (b) shall attend such classroom training periods as are consistent with his status in the apprenticeship program in which he is enrolled. He shall also perform such on-the-job assignments as are consistent with the apprenticeship program in which he is enrolled provided, however, that such assignments shall not deprive any other

employee of employment to which such other employee would otherwise be entitled. Such layoff-training status shall cease at such time as the apprentice is entitled to be recalled to his normal apprenticeship position in accordance with the applicable seniority provisions.

5. *Craft Status*

Each apprentice, upon satisfactory completion of the apprenticeship program in which he is enrolled, shall thereafter be assigned to craft status and rate in accordance with Section VI-A-2 of the January 1, 1963 Manual, as amended August 1, 1968.

UNIONS' EXHIBIT 140

UNITED STEELWORKERS OF AMERICA
1500 Commonwealth Building
Pittsburgh 22, Pennsylvania

Date June 2, 1964

To: Messrs. Joe Goin, Marvin Miller, Emery Bacon, Frank Shane, Boyd Wilson, Tom Murray and Richard Moss

From: Maurice P. Schulte

Subject: Human Relations Training Subcommittee

This Union Subcommittee has a target date of September 1, 1964 to complete its studies and to formulate its recommendations on Training. The time remaining, the attitude of the industry representatives, and the nature of the job require that the Union members give this subcommittee top priority.

It is apparent that the industry Human Relations Committee people are adverse to recommending anything more than platitudes.

* * * *

There is specific need for—

1. Language that bilaterally establishes training and apprenticeship programs when required.
2. Definition or criteria for determining "qualified to do the work."
3. A provision that would insure training during lay-offs which tend to destroy training and apprenticeship programs.
4. A provision which sets a level of experience, job class, years of service or other demarcation below

which training is not required and seniority alone governs.

5. A provision which precludes the company from denying a job opportunity whenever training has not been afforded or made possible.

6. A provision requiring a trial period on the job prior to disqualification or testing.

7. A provision requiring advance notice of sufficient duration to permit (a) an equitable and orderly shut-down of an old facility, (b) training for the manning of a new facility, and (c) the operation of inter-plant, region and area job rights.

8. A provision that does away with "lily-white" units or departments.

9. A provision that precludes hiring new employees while there are lay-offs and which requires a minimum of employees to be in training so as to avoid the new hire-layoff problem.

10. A review of Factor 2 in the CWS Manual for possible updating.

11. For community participation in Union-Steel Industry Training Programs.

Possible Union Position

Since such are the Company's attitudes and positions and such in summary are the Union's needs it is suggested, in view of the September 1st target date, that the Union Human Relations Training Subcommitee schedule a meeting of its members during the week of June 8, 1964 for the purpose of reviewing its activities and formulating an Human Relations Committee training position. It is suggested that our position might in general include the following.

1. Training and apprenticeship programs to be bilaterally established.
2. Preclude the Company from denying promotion unless it has first provided adequate training opportunities.
3. Open all avenues of progression and demotion attending an increase or decrease in forces to all without regard to race, creed, etc.
4. Since unemployment and job opportunity is a community problem, the community must be made a party to the Union-Industry Human Relations Committee Training problem.

UNIONS' EXHIBIT 143

Steel Companies Coordinating Committee

and

United Steelworkers of America
Joint Testing Task Force

Report of Findings and Conclusions

The Joint Testing Task Force met in Pittsburgh eight times between April 13, 1966, and October 13-14, 1966. The last meeting was devoted to hearings which will be described below.

The Task Force explored in depth the views and opinions of both parties with respect to the role and conduct of testing for purposes of selection for training programs (other than apprenticeship), upgrading, transfer, assignment to new facilities, and IJOP transfers. The use of testing for initial employment selection, as for apprenticeship, was not within the purview of the Task Force, and was not considered except insofar as such uses of testing might also have an effect upon upgrading, transfer, and other purposes related thereto. Furthermore, the Task Force limited its attention to testing as it affects production and maintenance employees, although a small amount of data were collected concerning clerical and technical employees.

* * * *

Conclusions and Recommendations

The study shows that many of the plants of the 10 Coordinating Committee Companies do some testing for purposes of upgrading and transferring employees. The tests used, the volume of testing and the test practices and procedures followed vary among the plants covered by the survey. This variability reflects the difference in

facilities, job requirements, the labor market, seniority practices and provisions and Company philosophy.

During the discussions of testing there were several areas of concern expressed by the Union as follows:

1. The uniform lack of participation afforded to the Union in the testing process. Great Lakes Steel is the only exception.

2. The lack of fairness and impartiality of testing practices experienced in many instances.

   The companies representatives, however, stated that there was not any specific evidence of unfair practices. If any should occur, the companies representatives concurred that they should be eliminated.

3. The tendency to lower or raise standards depending upon how "tight" or "loose" the labor market is.

   The companies representatives, however, generally denied that test standards are altered. In response to the question on the survey, "Are passing or cutting scores, as used, varied to meet changes in conditions?", the answer was "yes" in only 20 testing situations, and "no" in 271 testing situations.

4. The withholding of test scores coupled with some Companies requiring evidence of an employee's subsequently having obtained "additional qualifications" as a basis for obtaining retesting rights.

   The companies representatives agreed that an employee should be advised as to test results and he should be informed of the deficiencies indicated by the results.

5. The lack of relevance of tests when related to the job requirements.

The companies representatives stated that most tests are relevant to the job or jobs involved. The great majority of tests reported are achievement tests developed locally and based upon job descriptions, manuals, and other directly related job materials.

6. The circumvention or dilution of seniority rights flowing from testing practices. This becomes doubly onerous when testing is applied to semi-skilled and unskilled jobs.

   The companies representatives stated that since 1962 there has been a substantial broadening of seniority rights in all of the companies and tests have aided in the proper placement of employees under the broadened seniority provisions. There have, in fact, been very few grievances involving the use of tests.

7. Repeatedly there have been cases indicating a vast difference between an employee's actual work performance and his test performance.

   The companies representatives responded that there was not any evidence brought forth on this point.

8. The contention that testing practices have an adverse effect on minority groups, will result in a "lily white" work force and preclude capable and work oriented employees from filling jobs.

   The companies representatives, however, responded that no data were brought forth or collected which supports this allegation.

9. The use of testing for the filling of temporary vacancies.

   The companies representatives responded that data were not gathered on this point.

10. Longer-service employees who have been removed from schooling for some time or never had such opportunity are handicapped by written tests.

    The companies representatives responded that data were not gathered on this point.

Based on the findings of the study of testing, the Companies and the Union Representatives on the Task Force present two separate sets of recommendations outlined below:

Companies Representatives' recommendations:

1. The companies should consider the establishment of guidelines on testing in order to insure that tests are developed, administered and the results used in accordance with recognized professional practices.
2. The companies should consider having Local Plant Management inform the Local Union as to the testing practices and procedures at the plant and any changes made thereto.

Union Representations' recommendations:

1. Under the existing circumstances the Union cannot support any testing program. However, it is recommended that the Union explore the application of a testing program of limited scope whenever the Industry devises a program that will (1) adequately relieve, as a minimum, those areas of complaint outlined in points 1 through 10 above, and (2) is restricted to a limited number of highly skilled production jobs and the testing procedures are addressed only to these jobs.

UNIONS' EXHIBIT 144

UNITED STEELWORKERS OF AMERICA
1500 Commonwealth Building
Pittsburgh, Pennsylvania 15222

Date May 28, 1967

To: Walter J. Burke, Secretary-Treasurer

From: Ben Fischer

Subject: TESTING (Some suggested guidelines)

There are no non-job related tests which can be accepted by the Union in determining promotion rights or ability to advance or absorb training. Such tests are lacking in adequate validation, unfair to older employees, loaded against culturally disadvantaged groups, not subject to adequate administrative controls and inconsistent with any reasonable view of seniority rights.

There are a number of real problems at which testing is aimed and we acknowledge that an effort should be made to solve these problems:

1. When it is necessary to determine whether an employee is able to do a job for which he applies and the information for making such a decision is not available, it makes sense to provide a completely job-oriented capsuled trial period which can be called a test but might better be given some other label. What is involved is an effort to find out whether the employee can do the job by directing him to perform certain tasks or demonstrate certain abilities under controlled test conditions.

Such a technique could be accepted if the test were related strictly and directly to the requirements of *the* job in question and if there were no scoring or passing grades established. If supervision concluded

that the test results revealed lack of "relative ability" it could deny the promotion and then have the burden of justifying its denial of the job to the senior applicant based on its opinion of test results (or other factors). Management's conclusion would be subject to challenge in a manner consistent with traditional dispute procedures over such issues.

2. Except where the contract provides otherwise, we reject any notion that a test can be directed toward duties or requirements of a job above the one for which the employee is applying.

3. Where the contract does provide that an applicant must be qualified to progress in a unit in order to enter the unit, a very different problem exists. In these instances, we do recognize that some determinations must be made beyond the ability to perform the job at hand because the contract provisions so declare.

We suggest two possible approaches:

a) Give the applicant a trial period of 30, 60 or 90 days during which his prior job is filled only on a temporary basis. Supervision should be able to provide the employee with enough exposure to the work and the problems of his new work unit to determine whether he will be able to progress. Supervision can develop an opinion through observation and evaluation of his work experience. If the employee can't make the grade, he can be returned to his prior unit. If he can make the grade, then the transfer can be made permanent as soon as possible but no later than the time limit as established.

b) Provide the applicant with the BPE test through BFE (or any successor procedure set up by the parties) and require that the appli-

cant take such training as the test indicates is required as a condition of transfer. This requirement would have to be spelled out in precise terms.

The two procedures outlined above could both be adpoted so that the transfer back could be invoked if the employee fails to comply with the requirement to take training—to his own job if within the prescribed time limits or to a bottom job in his prior unit if the failure to proceed arises later.

This memo does not cover the question of tests to govern entrance into apprenticeship courses or tests to determine qualifications for upgrading within a craft. These are separate though equally urgent problems.

cc: I. W. Abel
Joseph P. Molony
Bernard Kleiman
Frank Pollara
Dee Gilliam
George Butsika
Paul Fasser

UNIONS' EXHIBIT 145

UNITED STEELWORKERS OF AMERICA
1500 Commonwealth Building
Pittsburgh, Pennsylvania 13222

Date November 13, 1967

To: Walter J. Burke, Secretary-Treasurer

From: Ben Fischer

Subject: Study Committees

Here are the reports you asked for. I will be in the office Tuesday AM on November 14th if you have any questions. If there is anything further that we can get together for you, you can reach me today until 2:30 PM at the Bethlehem Second Annual Meeting in Phila., Constitution Room of the Sheraton Hotel, LOcust 8-3300.

Bf:mm
attachments

APPRENTICE STUDY

We have reviewed a fair amount of information regarding some basic facts about the number of apprentices in each craft and in each company—in its major plants. We have some data about the nature of the rules for entry.

The task force members did discuss possible methods of improving the apprentice system to make it fairer to present employees desiring entry and to racial minorities. These discussions were strictly exploratory.

The group made tentative plans to test out ideas with representative local parties but these plans have not been completed due to other pressures and considerations. If this is desired, we can proceed now and hold such meetings—perhaps during December.

The Union members requested a complete analysis by race of the crafts. This has been completed and delivered to Walter Burke.

The basic problems as I see them are:

1. How can we qualify present employees fairly and realistically. This involves drastic revision of the age limitation, greater orientation to actual steel work requirements, basic educational features in the training routine for those who need it, a shortening of the periods, adjustment of the rates including some principle of rate retention, and some solution to the vexing matter of retention of apprentices during reduced operations.

2. How can we attract Negroes—new hires and present employees—to achieve better racial balance in the crafts? The solution to this is related to the questions raised in #1 above and to the outcome of the pilot training program.

3. How can we assure enough craft employees to reduce the pressures for overtime and for contracting out? The key to this matter is an approach toward the constantly seesawing level of craft requirements; it varies by reason and by a wide range of other problems.

4. Is apprenticeship the only route or even the best route for qualifying maintenance workers? This question arises sharply because if maintenance employees were in lines of progression, subject to up and down movements, the need for overtime would be reduced, hiring difficulties during tight labor market situations would be somewhat relieved and a major cause of contracting would be abated. It is also interesting to note that some companies do get most of their maintenance personnel through up-grading and on-the-job types of training. Except for machinists this procedure has not been unusual. To implement this type of approach would perhaps require some type of intermediate jobs in some situations. But many maintenance men who are fully qualified came up directly through the helper route.

I would suggest that if further work is desired in the craft training area by a task force, it be given some direction and be manned by persons with a broad scope, beyond experience limited to apprentice training.

TESTING STUDY

I did not participate in the work of the testing task force. Much data was collected. Meetings with representative local parties were conducted.

More recently, efforts to review possible approaches on a broad basis have taken place. However, no precise or even general conclusions have been reached.

These are some of the problems:

1. The job-oriented tests are, or should be, capsuled trial periods. Disputes over test content, procedures and conclusions are within a manageable area of debate, not drastically different from traditional disputes over ability questions. The review of such tests is a fit subject for local review and negotiation; at the most we can provide very general guidelines for local parties.

2. The simple reading, writing and arithmetic tests are appropriate if the job requires these skills. How to develop and administer is a relatively simple matter over which local parties can easily negotiate, where necessary, and with a minimum of guide lines or guidance.

3. The tests in #2 above become troublesome when they relate not to a job which the employee is seeking but to jobs further up the line—because there is a question regarding ability to progress or to absorb training. This issue has been sharpened by two events—a) the establishment of contract rights to fill vacancies in foreign lines of progression and even in foreign departments, divisions and plants due to 1963 and 1965 contract changes; and b) the fact that this problem arises along with efforts to overcome racial inhibitions on progression and choice of type of work. There is no doubt that some testing programs do interfere with efforts of racial minority members to enter areas not previously fully available.

4. Tests which seek to measure aptitudes by psychologically-oriented written tests (multiple choice, identification, etc.) are obnoxious to our members. They may be accurate on the average in some refined circumstances. But averages do not account for the rights of each individual member. Actually,

most of the tests are badly conceived, badly expressed by people who are peculiarly unable to write plain or even accurate English, badly administered and slanted against the older employee, the less educated and the foreign born. The steel industry in general uses these tests inexpertly, without much regard for administrative safeguards, validation requirements and pertinent consideration of what is actually going to be required of the employee to perform assigned work.

Whether these tests are designed to restrict racial and ethnic minorities, they do have this effect. They also weigh against older employees whose experience with taking tests is far in the past; it is likely that most test administrators are not disturbed by this since they prefer younger people in starting jobs anyway since what they learn can be of value to the company for a longer period of time.

If some understandings are not achieved on testing through the study program, it seems at least possible—and perhaps likely—that testing can become a very troublesome issue in 1968 collective bargaining negotiations.

UNIONS' EXHIBIT 146

Confidential May 7, 1968

Minutes of General Contract Review Committee Meeting

Meeting at U.S. Steel Building, Room 2318,
May 1, 1968 at 2:10 P.M.

For the Union	*For the Industry*
W. Burke	W. Shaver—U.S. Steel
B. Kleinman	J. Bohne—Youngstown Sheet & Tube
B. Fischer	G. Angevine—National Steel
P. Fasser	G. Flaccus—Jones & Laughlin
M. Sam	

* * * *

Testing

The Companies members raised the question of whether or not the Union members had any ideas as to the approach of a testing program.

The Union members explained that the discussion on testing should be dealt with on an Industry-wide basis, with its affects on Negroes and discriminatory practices.

Discussion took place on present testing requirements existing in the Industry and the Companies members pointed out that the change in employment hiring practices would necessitate getting deeply involved in a testing program.

The Union members explained that testing of employees who fill bottom jobs in a line of progression was not necessary. If it was necessary to find out if a Second Helper could perform the work requirements of a First Helper, then do it when you want him to be a First Helper.

The Union further pointed out that lines of progression in a group of related jobs provide the necessary training ground that does not require testing.

The Companies members took exception to this on the grounds that all lines of progression do not provide the proper relationship of jobs.

Further discussion took place on the above item.

The Union members raised the following questions in the area of testing:

1. How widespread is the testing program in the Steel Industry?
2. What type of testing is taking place (whether formal or informal)?

The Companies members responded by stating that testing programs were all over the map and depending on the Department Supervisor it may be formal or informal.

Meeting adjourned 4:30 P.M.

Next meeting scheduled May 7, 1968.

UNION'S EXHIBIT 151

MINUTES OF MEETING
JOINT INDUSTRY-UNION COMMITTEE ON
APPRENTICESHIP, ROOM 2318,
U. S. STEEL BUILDING—APRIL 26, 1966

Present for the Industry:	Present for the Union:
Kirkstadt	Fischer
Dillon	Miller
Moran	Gould
	Spitz

The Company mentioned that at the last meeting a review had been made of the Study on Apprenticeship which had been conducted in 1964 and that it had been agreed that the Union would meet prior to this present meeting to formulate in a general way its ideas and proposals in the area of apprenticeship. Spitz indicated that this had been done. He said that the review of the 1964 material indicated that whereas some of it was applicable to the present situation, some of the material was unrelated. He stated that the Union was concerned that this Committee not go too far afield in its discussions and considerations. The Union felt that the area of concern should be restricted so that something constructive might be forthcoming. He cited the following as the basic areas of the Union's concern:

* * * *

2. The Union was concerned that present employees of the Company have an adequate opportunity for entrance into apprenticeship programs in such a way that their entrance into these programs was possible in a practical sense. Spitz pointed out that present employees were work-oriented and would take such training programs much more seriously than many of the young people out of schools who are presently

being chosen for industry apprenticeship programs. He mentioned that these people now feel left out and excluded, and this presents a serious problem. He cited the long-standing complaint of Craft Helpers that they should be allowed to enter the Craft.

Spitz pointed out that many of the present employees might lack the necessary formal education but this might be overcome, and the Union's experience shows when given a chance these people can make out well.

The question of people from minority groups is also involved here. Various tests, etc., which have been used in the past have been designed for other ethnic groups, and in may respects are unfair as they are applied to people from minority groups, particularly the Negro.

Spitz said that the industry needs people as trained craftsmen and there is tremendous pressure from the minority groups to upgrade their level of employment, and both of these needs could be accomplished:

(a) In determining the hours actually needed in an apprentice program, it should be possible to include an elementary and preliminary form of program designed to overcome the lack of formalized training for some of the present employees (for example, a lack of elementary mathematics instruction). Spitz stated that it was not the intention of the Union to ask that people who are illiterate be trained in literacy, but certain lacks in formal education could be overcome in a manner similar to what was done with many returning veterans after the Second World War. Under the GI Bill these veterans were eligible for educational benefits, and for those who did not have a high school diploma special programs were established to overcome their lack of formal education and they were able to get equiva-

lency status for their high school diploma. Something similar in principle to this program could be developed with respect to apprentice training programs. The person who had the necessary formal educational background could skip this part of the program. A person who qualified except for this aspect could be required to undergo this training.

(b) With respect to present employees who might enter an apprentice program, there is a serious question relating to retention of earnings. Many otherwise qualified people who would make excellent craftsmen, but who have a family to support, could not afford to drop to the Job Class 2 level even if they could be selected for apprenticeship programs. The Union seeks agreement that present employees selected for apprentice training programs would at least retain their present hourly rates until they reached a comparable pay level in the apprentice program.

(c) With respect to present employees, credit should be allowed toward completion of an apprentice program for related work which has been performed. Present employees who have been on jobs which are related to the Craft could be given credit for each year of related work up to some agreed upon maximum amount. For example, a Craft Helper who had been on the Helper's job for 10 years or more might be credited with completing one-half of his apprenticeship on the basis of his years on related work, but no amount of experience might give him more credit than one-half of the program. If, of course, such a person might be deficient in elementary math, etc., he might be required to take a program in this. Moreover, it might be possible that such a person, when put into the apprentice program, could not perform at the level where his years of service

on related work entitled him to be slotted. In such cases it could be possible to work out a formula where he would be downgraded to the level where he could perform the work. Present employees who had not performed any related work should have the same retention rights as those who had been on related jobs, but some much less liberal formula could be applied to them for crediting their previous work with the Corporation.

3. The question of continuity of training for apprentices in lay-off situations would have to be met somehow.

4. An examination is necessary of the question of what happens when apprentices complete a program and there are no vacancies available.

* * * *

Fischer indicated that with respect to the question of liberalization of entrance requirements into the craft, we are concerned not only with present employees but with all people. However, we are concerned with the content of the apprentice programs and with the questions of testing and training where the functions of the committees on testing and training do overlap with this committee in this area, but the Union is not at all interested in "watering down" the craft. The Union states that on the question of testing as it relates to apprentice programs, it feels that any testing should be discussed and be germane to the actual work involved.

* * * *

UNITED STEELWORKERS OF AMERICA
1500 Commonwealth Building
Pittsburgh, Pennsylvania 15222

Date July 13, 1966

To: Secretary-Treasurer Walter J. Burke; Directors Joseph Germano, James P. Griffin and Charles Younglove; and Messrs. Ben Fischer, Lawrence Spitz and Frank Pollara

From: Alex Fuller

Subject: Suggested Proposal to Company Members

It is hoped that at the future meetings of the Joint Study Committee a strong stand will be taken to open all of the apprenticeship programs to all members of our Union and that the last vestige of racial discrimination will be removed from these programs in keeping with our long standing policy and both the letter of federal law and executive action of the president.

AF/JEW:as

UNITED STEELWORKERS OF AMERICA
1500 Commonwealth Building
Pittsburgh, Pennsylvania 15222

Date July 21, 1966

To: Alex Fuller

From: Lawrence N. Spitz

Subject: Apprenticeship Study Committee

The problem of opening existing and future apprenticeship programs in the Steel Industry to *all* of our members has been strongly stressed by the Union Representatives on the Apprenticeship Study Committee. In doing so, we have utilized the data obtained from previous studies which show an appalling lack of omission to these programs for minority groups. Specifically we are addressing ourselves to the following items:

1. Studying the feasibility of developing an apprentice program that would give preference to our members who are helpers in a particular craft or other persons with similar work experience to enter the program as apprentices.

2. An arrangement that would give credit to such employees on time spent on related work.

3. A program that would encourage our members to enter apprenticeship training and enable them to retain their present rate of pay. The existing programs discourage our members from entering such programs (in addition to other prohibitions unilaterally imposed by the Corporations) by virtue of the fact that a man has to take a drastic reduction in pay in order to enter such programs.

4. A program that would provide for "pre-apprenticeship training" designed to give our minority group members an opportunity to develop and hence start

an apprenticeship training program on an equal footing.

In summary, the topic you raised in your July 13, 1966 memo is very much in the forefront in the Apprenticeship Study Committee's deliberations.

[Distribution list for copies omitted in printing]

MINUTES OF MEETING
JOINT INDUSTRY-UNION COMMITTEE ON APPRENTICESHIP
U. S. STEEL BUILDING—JULY 28, 1966

For the Industry:	For the Union:
Kirkstadt	Spitz
Dillon	Gould
Moran	

Spitz informed the Industry representatives that John Eckman and DeLaurse Jones will function as task force members on this Committee. They were unable to attend the meeting today.

Spitz cited the developments since the last meeting—that is, the Union being bombarded from a multiplicity of sources with questions as to whether this Committee will accomplish anything for minority groups. These questions have come from the Federal Government and from within the Union. There is, for example, a formal request from the Civil Rights Committee of the United Steelworkers. Spitz stated that there were three items the Committee could orient itself to:

1. The mandate for the Committee as contained in the contract.
2. The previous study of 1964.
3. The Union's suggestions for changes in the apprenticeship program that were advanced at the earlier meetings.

He stated that using these three points of orientation, we might develop our procedure for the future. Spitz presented to the Industry members his July 27, 1966, memorandum on a proposed method of procedure for the Apprentice Study Committee (copy attached).

Kirkstadt asked which items in the 1964 report were considered inadequate by the Union. The Union cited as one example the fact that the number of apprentices being trained was not broken down by crafts.

The Company presented its proposal for a questionnaire to be sent to all of the corporations (copy attached). This proposed questionnaire was reviewed and suggestions made for amendment. The Union proposed a question be entered prior to the present No. 1 which would ask each Company to list the elements in each craft in which proficiency is required to qualify for the standard rate, that is, the elements where proficiency is required in redetermination of qualifications.

Spitz mentioned that the Union and Corporations have had problems on the question of progression within the craft from starting to intermediate to standard rate. The Industry representatives proposed as language for this question the following: "List the job requirements by work elements in each craft in which proficiency is required for obtaining the standard rate (that is, the elements required in the redetermination)." The Union agreed to this language.

Reviewed the rest of the document and made changes therein. These changes are noted on the attached copy.

The Union raised the question that the last item in the schedule did not examine into whether or not the requirement for a high school diploma could be eliminated.

The Industry representatives stated that this was not a problem with this Committee—it should be or was properly the problem of the Training Committee. The Union said that the Training Committee would have to know what they were training people for and that it was this Committee's responsibility to establish the standards or levels. The Training Committee would have the responsibility of developing methods to train people to these levels.

The Union mentioned again that it was absolutely necessary to open the doors wider to members of minority groups.

The Industry agreed to revise the draft questionnaire on the basis of discussions today, send copies to the Union for its review, and then arrange for a further meeting. Meeting adjourned at 12:15 p.m.

John N. Gould

JNG/by

UNITED STEELWORKERS OF AMERICA
1500 Commonwealth Building
Pittsburgh, Pennsylvania 15222

Date: February 7, 1967

To: File

From: J. W. Eckman

Subject: Minutes of Meeting

Joint Industry-Union Committee on
Apprenticeship
Room 2318, U.S. Steel Building
January 6, 1967—2:00 p.m.

For the Union	*For the Company*
Ben Fischer	Joe Moran—U.S. Steel
Frank Pollara	Ben Boyleston—Bethlehem Steel
DeLaurse Jones	William Dillon—Inland Steel
Bill Scully	Harold Kirkstadt—Republic Steel
Jack Eckman	

The purpose of this meeting was to review the completed survey which resulted from the questionnaires which had been sent out to the various plants. The summary as such was reviewed, and several questions pertaining to some of the information contained therein was discussed.

Fischer asked the Company what they do in areas where they have no apprenticeship program. The Company noted the other means shown in Exhibit H for obtaining Journeymen, such as hiring off the street, upgrading from related jobs, etc.

Polara questioned the number of blanks on Exhibit A indicating no apprenticeship program had been developed. He felt this must be incorrect and cited examples at certain plants where he felt there were apprenticeship pro-

grams. The Company representatives pointed out that this survey covered only the last five years; while in many cases there had been apprenticeship programs in the past, where these programs had not been used for the last five years or longer, they were not shown in the survey. They offered another reason for the blanks—in a particular plant there may not have been use for a certain trade, for example, Lead Burner.

Fischer asked if this survey included people who came through apprenticeship courses other than those operated by the Company. The Company answered that this, of course, was included but there was no breakdown to show the percentage.

There followed a discussion of the relative cost of outside contractors compared with industry tradesmen. Pollara said our fringe benefits and hourly wages combined are lower than the AFL rates being paid. This led to a discussion of various rates of pay, benefits, and extended vacations.

Fischer and Pollara stated that the Company policy was causing discrimination against minority groups, resulting in a lily white trade and craft grouping. Pollara stated that both the high school requirement and the testing for trade and craft jobs was unnecessary and should be done away with. To substantiate his thinking, he pointed to the survey which indicated 40% of all Journeymen presently employed in the plants are not high school graduates. The Company answered that this figure reflects the bygone days when the trades were considered to be highly desired jobs and many people who entered were of high school caliber or better. During this time, the trade in many cases was considered a replacement for something better than going to high school. However, in recent years the proven method of selecting people for apprenticeship has been by way of the high school or equivalent requirement and testing procedures.

Fischer said that this whole thing (the survey) shows there are a lot of things that take place in a lot of places in a lot of different ways.

It was suggested that we could make better use of the information gathered in this survey by pursuing a course similar to that followed by the Testing Committee, that is, to select certain Locals to come to Pittsburgh to give testimony before this committee relating to their experiences and problems with the apprenticeship programs. Fischer felt that before this was done, it would be better for the Union people to take time to thoroughly review the information which had been sent in by the various plants so that we would be fully aware of what we were talking about before deciding to bring Local people in. If this were done first, it might be unnecessary to bring them in. He concluded that much of the information we would receive from our people would be from tradesmen who are interested in perpetuating the present situation anyway.

It was agreed to meet again on March 7, 1967, at 2:00 p.m. in the U.S. Steel Building, room to be determined later.

JWE/by

UNIONS' EXHIBIT 157

PROPOSALS OF THE UNITED STEELWORKERS OF AMERICA FOR THE 1959 NEGOTIATIONS

In accordance with the 1959 Wage Policy of the United Steelworkers of America, annexed hereto, the Union herewith submits its proposals for the 1959 negotiations. These proposals were prepared by the Union's Negotiating Committees after consideration of local union resolutions and drafts based thereon, after long and careful consideration of the needs of our members and the positions of the parties, and after thorough analysis of the operation of the collective bargaining agreement and the pension, insurance and supplemental unemployment benefits agreements.

Numerous provisions of the respective agreements, which have not been subject to complete and thorough review by the parties since 1956, must be changed, and certain new provisions must be added.

A substantial wage increase, cost-of-living adjustments, shorter hours of work, weekend premium pay, supplemental unemployment benefits, improved insurance and pension provisions, full union shop, improved holidays and vacations, a workable grievance procedure and better contract terms are essential to achieve the mutual objectives of the companies and the Union—sound industrial relations and genuine cooperation between the parties.

In formulating and presenting the Union's proposals, no attempt has been made to spell out the changes in contract language which are required by these proposals. When agreement is reached in principle, this can be done expeditiously and jointly by the parties. The proposals herein are generally applicable to all companies. No attempt has been made to list any additional contract changes which the Union deems necessary for particular

companies. This has been or will be done by the Union's negotiating committees in negotiating sessions with the respective companies.

It is essential in these negotiations to make progress toward the achievement of the goals herein set forth.

* * * *

27. *Non-Discrimination Clause*

Incorporate a clause outlawing discrimination against any individual on grounds of race, creed, color or national origin in all matters pertaining to hiring, wages, hours and working conditions.

* * * *

UNION'S EXHIBIT 158

Additional Recommendations for Contract Changes

The Union previously has submitted to the Human Relations Research Committee certain recommendations for contract administration changes which do not fall within the scope of any of the established subcommittees. Listed below are additional recommendations by the Union for contract administration changes.

On the whole, the matters covered herein are of general application to all companies. Also included are certain contract changes made in 1960 at United States Steel, but not at the other companies. Other intercompany contract differences or inequities are still under study by the Union and will be raised at an appropriate time.

* * * *

10. *Non-Discrimination*

Incorporate a clause outlawing discrimination against any individual on grounds of race, creed, color or national origin in all matters pertaining to hiring, wages, hours and working conditions.

UNIONS' EXHIBIT 232

STATEMENT OF
BASIC STEEL INDUSTRY CONFERENCE
UNITED STEELWORKERS OF AMERICA,
WASHINGTON, D.C.

February 13, 1977

This Statement expresses in broad terms the 1977 bargaining goals of our members in the Basic Steel Industry and the Union's collective bargaining program for meeting those goals. This program is drawn in the light of the collective bargaining resolutions adopted by the 18th Constitutional Convention, the Statement of the International Wage Policy Committee adopted in December, 1976, and the discussions and deliberations which have taken place at the January 12-13, 1977 meeting of the Basic Steel Industry Conference Planning Committee and the February 12-13, 1977 meeting of the Basic Steel Industry Conference.

In adopting this Statement, we recognize that some problems are common to all steel companies, while other problems are of a more specialized nature. This Conference does not intend by virtue of this statement to limit any negotiating committee in the resolution of individual company problems, but rather we encourage the Union members of each company negotiating committee to exert every effort to deal with such problems.

* * * *

EQUAL OPPORTUNITY

Our Union has always been dedicated to assuring equal opportunities in the workplace for all Steelworkers. Nevertheless, we cannot ignore the fact that in many plants, minority employees have not received fair treat-

ment from the employer: minority employees in some instances are not treated fairly in hiring, or they are assigned only to certain undesirable parts of the plant.

By means of the recent industry-wide Consent Decree in Basic Steel, we have taken far-reaching steps to improve the situation for such victims of the companies' discrimination, in a manner which is fair to all Steelworkers. We must continue to insist that all employers put a stop to discriminatory practices. Employment discrimination is based substantially upon the practices of employers in the hiring and initial assignment of employees. We must take all steps to insure that employers hire and initially assign employees on a non-discriminatory basis, and that violations be resolved through applicable contractual procedures. In addition, we must maintain our policy of reexamining existing contract provisions and procedures to insure that they foster sound relationships in all plants and do not permit discrimination. We must also take affirmative steps to eliminate any discriminatory fringe benefit provisions, as required by law.

TESTING AND TRAINING

Many of our members of all races and nationalities, and of both sexes, are denied equal employment opportunities because they are inadequately trained, are subjected to unfair tests when seeking advancement, or are blocked by artificial entrance requirements from entering apprenticeship and other training programs. These difficulties must be overcome. Training for non-craft jobs must be expanded and be funded both by industry and by government. All testing must be eliminated except where management can demonstrate that there is no adequate substitute for determining qualification, that the test content is truly related to the job and the training therefor, and that the test and its administration are entirely fair and non-discriminatory. Where practical, a trial period rather than testing should be used.

Procedures should be developed to provide the Union representatives at all steps of the grievance procedure with the necessary information concerning tests which are in dispute so that the Union may make an evaluation on the basis of the facts involved in each situation.

* * * *

UNIONS' EXHIBIT 234

STATEMENT OF
BASIC STEEL INDUSTRY CONFERENCE
UNITED STEELWORKERS OF AMERICA,
PITTSBURGH, PA.

December 7, 1979

I. INTRODUCTION

The Basic Steel Industry Conference is vested by the International Convention with the authority to implement the Wage Policy of our Union and apply that Wage Policy to the Basic Steel Industry. It is therefore appropriate that we set forth in this statement the 1980 bargaining goals of our members in the industry, and our Union's collective bargaining program for meeting these goals. This statement is drawn in the light of the collective bargaining resolutions adopted by the 19th Constitutional Convention, the statement of the International Wage Policy Committee adopted November 9, 1979, and the discussions which have taken place at the December 6-7, 1979 meeting of the Basic Steel Industry Conference.

* * * *

Testing and Training

Many of our members of all races and nationalities, and of both sexes, are denied equal employment opportunities because they are inadequately trained, or are subjected to unfair tests when seeking advancement, or are blocked by artificial entrance requirements from entering apprenticeship and other training programs. These difficulties must be overcome. Training for noncraft jobs must be expanded and be funded both by industry and by government. All testing must be elimi-

nated except where management can demonstrate that there is no adequate substitute for determining qualification, that the test content is truly related to the job, and that the test and its administration are entirely fair and non-discriminatory. Where practical, trial period rather than testing should be used.

* * * *

UNION'S EXHIBIT 235

UNITED STEELWORKERS OF AMERICA

COMPANY-LEVEL CONTRACT ISSUES

DISCUSSION PAPER

for

1974 BASIC STEEL NEGOTIATIONS

COMPANY LEVEL CONTRACT ISSUES
DISCUSSION PAPER FOR 1974
BASIC STEEL NEGOTIATIONS

Reports of the various technicians to the Technical Assistance Committee included many contract issues which are not of industry-wide significance.

These issues are summarized herein for the information of the Chairmen, Secretaries and Technicians of all ten company level Negotiating Committees.

The purpose of this summary is to enable the leadership of each Committee to know subjects that are being discussed in other committees.

The sections and marginal paragraphs referred to herein are as they would appear in the United States Steel Agreement.

* * * *

APPENDIX F—MEMORANDUM OF UNDERSTANDING ON TESTING

1. Provide authority for the local union to review and/or approve tests presently in use and to observe the testing procedure.
2. Provide for the elimination of all tests except where:
   a) Company can demonstrate no adequate substitute.
   b) If needed, tests must be job related.
   c) Test to be fair and non-discriminatory.

* * * *

UNION'S EXHIBIT 241

STATEMENT ON FAIR EMPLOYMENT PRACTICES

BY

DAVID J. MCDONALD, PRESIDENT
UNITED STEELWORKERS OF AMERICA

June 13, 1963—Washington, D.C.

From the inception of the United Steelworkers of America, one of our principal concerns has been the establishment of procedures for guaranteeing full equality of opportunity in all aspects of employment, conditions rarely found to exist in steel and allied industries prior to 1936.

Among our prime responsibilities as a trade union has been to provide such procedures under the terms of the contracts we have negotiated from time to time.

The effective manner in which we have been able to do this and consequently to free the steelworker from the economic restrictions and discriminatory practices which had been his lot prior to 1936 is shown in the following accomplishments:

(1) The establishment of a wage-rate inequity program, beginning in October 23, 1945, which has established equal pay for equal work through the classification of jobs. This program has eliminated wage-rate inequity among over 80% of the employees now covered by contracts negotiated by the United Steelworkers of America. The program is applied regardless of race, color, creed or nationality.

(2) The elimination in 1954 of the North-South wage differential which had existed for so long.

(3) The negotiation of pension and insurance plans which permit steelworkers to retire under conditions

which provide substantial financial security without regard to any of the physical or cultural differences listed in the above paragraph one.

(4) The negotiation of an anti-discrimination clause in the April 1962 agreement, which in combination with other provisions contained in the Seniority Section of that contract, makes it now possible for workers to move freely into lines of progression and into jobs which had previously been denied members of minority groups because of racial or other restrictions.

Inherent in the application of these procedures is greater security on the job and the establishment of training and retraining programs which will qualify workers for advancement to positions formerly denied them and will, if promptly and properly drawn up as the need becomes apparent when technological changes are contemplated, eliminate the tragic displacement of workers which confronts us today in almost every branch of industry.

These gains have not been easily won nor have they been accomplished in a relatively short period of time. In no sense do we consider them a complete answer to the problem we are faced with even in the steel industry.

No really significant change in the discriminatory practices which still exist in employment can be brought about unless a Federal fair employment practices law is enacted. Such a law in addition to containing punitive measures for dealing with recalcitrants must provide for adequate administrative procedures under which the law can be properly and effectively applied.

In January and February of 1950 our union conducted a series of conferences in support of a Federal fair employment practices law in major cities across the country. We were joined in this by the Legislative and Judicial branches of the United States Government, by other federal officials, state, county and municipal government rep-

resentatives and all of the major civic and community organizations who were in support of fair employment practices legislation.

During each succeeding year similar efforts have been made to have a Federal law enacted but with no success.

It is however interesting to note that during the last 13 years, 22 states and more than 50 cities and municipalities have enacted fair employment practices laws and ordinances and almost without exception this took place in areas which were highly industrialized.

Our union, along with other trade unions and organizations whose civil rights policy corresponds to ours, has given full support to the executive orders which have been issued by the various Presidents of the United States since 1941. While doing this we have done so as an interim means for curtailing discriminatory practices but have never accepted this type of executive action as a substitute for an enforceable law.

On May 13, 1957, in accepting the National Conference of Christians and Jews Brotherhood Award from Mr. Benjamin F. Fairless, the late past president of the United States Steel Corporation, I made reference to the fact that certain highly influential segments of our society refused consistently to support legislative measures to curtail discrimination. At that time I said that the job which must be done is not a one man job, it is a job that requires cooperation between industry, labor, religion, education, civic and community organizations and the countless other groups that each represent some part of the more than 180 million people who now live within our 50 states and territories. The need for this cooperation exists more today than at any time in the past.

It is for this reason that I feel we should re-emphasize what I made reference to at that time, "that the job cannot fully be done unless every responsible group in our national community assumes its share of the respon-

sibility to speak out firmly for compliance with all aspects of our court's rulings banning segregation and for the enactment of Federal fair employment practices legislation which is so badly needed.

Particularly do I call on those who own and manage the great steel, textile, lumber and chemical industries throughout the country to use their wide influence to help set the pattern in which these things can be realized.

Most of the headquarters of these industries are located in the northern part of the country and it is here that the policy is made and administrative procedures are formulated. It is the obligation of those who have this responsibility to institute a system of education for plant managers and other supervisory personnel, particularly in the South where the problem is so acute, so that they can join with us in helping to establish real American democracy. In brief, our workshops should be made the schools for democracy."

During the last two and one-half years our union has given full support to all of the present administration's program for securing the rights of the individual. In May of 1961 we joined with other unions in pledging full support to the President's committee on Equal Employment Opportunity and since that time we have issued directives to all of our members defining their obligations as individuals and our obligations as a trade union to comply with all aspects of Presidential Executive Order 10925.

In a meeting between representatives of our Civil Rights Committee, our general counsel and the administrative staff of the President's Committee held in Washington on November 10, 1961 we laid the ground work for cooperating with the President's Committee. At that time we were prepared to sign a formal statement with the President's Committee committing our union to this type of cooperation. On November 27, 1961 our union

sent letters to the chief executive officers of seventeen basic steel companies requesting their cooperation in making the executive order meaningful. Similar letters were sent to the executive officers and every company with which we hold contracts.

After the negotiation of the anti-discrimination clause in our April 1962 contracts, all of our local unions were sent directives outlining the manner in which the new clause was to be applied and the manner in which municipal, state and federal agencies were to be used where contract provisions did not cover specific types of discriminatory practices.

As one of the trade unions which signed the "Joint Statement on Union Program for Fair Practices" with the President's Committee on November 15, 1962 we are pleased to note that progress has been made by the Committee since that time but the complications which continue to grow because of technological improvements and automation with the resultant displacement of hundreds of thousands of workers in all types of industries presents an alarming picture for among this growing unemployed group we find that the non-white continues to make up an ever growing larger proportionate percentage than the white. The restrictions which have prevented them for training for higher skilled jobs must be removed. Apprentice and vocational training programs must be opened to all workers and can no longer be unilaterally operated. We are negotiating with the steel industry now to implement this idea.

We believe that there is no further justification for dealing with the problem of discrimination in employment in a piece meal fashion. Our union pledges itself to place every resource at our disposal in support of legislation which will effectively curb discrimination not only in employment but in all other facets of our American life and we are hopeful that the present administra-

tion under the leadership of President John F. Kennedy will quickly inform Congress that it regards the enactment of such legislation as the first order of business. We assure him that we will give our full support to whatever he does in this area.

In addition, we will fully support the President in all that he does to maintain law and order in these difficult times and hope that the great majority of Americans everywhere will do the same.

UNION'S EXHIBIT 245

UNITED STEELWORKERS OF AMERICA
CIVIL RIGHTS COMPLAINT FORM

Local Union #1165 District #7 Check or Badge #1510

Date January 11, 1979

Name of Complainant(s) George A. Dixon

Address R.D. #1 Tel. #593-5738

Parksburg City | Penns. State | 19365 Zip Code

/s/ George A. Dixon
Signature of Complainant(s)

NATURE OF COMPLAINT

I, George A. Dixon, contend the Company is and has been discriminating against me because of my race, pertaining to job promotion and upgrading.

The latest discrimination occurred after the Company was forced through the grievance procedure to afford me an opportunity to be tested for a position of Welder. I passed the test and was given 2 days on the job before being terminated. As of this date, a junior employee is holding that particular job.

The following are jobs I previously have signed for but for various reasons have not been able to obtain any of them. Junior people are now filling these jobs.

1. Die assembler
2. Tool grinder
3. Operator plant #3
4. Machine apprentice

RELIEF REQUESTED

I ask the Company to afford me the same opportunities as other employees, to be placed on my proper job and to pay me any monetary losses to date.

This alleged discrimination was based on (check):

Race ☒ Color ☐ Religion ☐ National Origin ☐ Sex ☐ Age ☐ and is with regard to (check):

Initial Hiring ☐ Assignment ☐ Promotion-Up Grading ☒ Transfer ☐ Discharge ☐ Lay Off ☐ Recall ☐

* * * *

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1165
AFL CIO CLC

May 9, 1979

To: James L. Slattery, Chairman of the Joint Company—Union Civil Rights Committee

From: Thomas E. James, Chairman
Civil Rights Committee Local #1165

Subject: Preliminary EEO Office Investigative Report—George A. Dixon—dated 1/16/79

Upon completion of your preliminary investigation, we, the Civil Rights Committee, still find your report appalling because of the nature in which Mr. Dixon was afforded opportunities but also relieved from these jobs in question before being allowed a full opportunity to progress through what we consider a proper learning period.

1. In reference to the job of Welder—We cannot find in the history of the Machine Shop or elsewhere in Lukens where a trade and craft employee was literally demoted from a craft in which he was assigned because of an evaluation from Mr. T. A. McKearney or anyone from the Quality Assurance Department.

It has been stated by Mr. Dixon and the committeeman from the area that Mr. Dero had arbitrarily given Mr. Dixon an ultimatum to be able to weld to his satisfaction within four (4) days or else. It seems perfectly clear to this committee that Mr. Dero had every intention of not affording Mr. Dixon a fair opportunity since he reneged and terminated Mr. Dixon after two and one half days on the job.

In keeping with our seniority sections of our current labor agreement, we feel that Mr. Dixon should have been afforded an opportunity to be tested ahead of or along

with Mr. James Nelson since Mr. Nelson was a junior employee.

2. In reference to Operator Plant # 3: We cannot find where Mr. Dixon's work performance was unsatisfactory to any extent that he was any worse than the employees who were assigned to that job at that time. If there are records to substantiate his performance in comparison to other employees, we would appreciate the Company presenting them. It has been stated by the committeeman in that area, that Mr. Dixon has no problems performing any of the following jobs:

a. Die Assembler

b. Tool Grinder

c. Operator Plant # 3

3. It is the consensus of this committee that past complaints would dictate to us that there definitely exists a pattern of discrimination in the Machine Shop Department.

We strongly urge the Company to complete a more thorough investigation into why Mr. Dero seemingly wants to change the rules (or practices) when seniority, etc. suggests that a black person is in line to be promoted.

cc: Sam Santoro, Staff Rep USWA
Benjamin Pilotti, #1165 President
John Robinson, EEO Office

UNITED STEELWORKERS OF AMERICA
CIVIL RIGHTS COMPLAINT FORM

Local Union #1165 District #7 Check or Badge #6224

Date 2/28/79

Name of Complainant(s) Paul E. Butcher

Address 565 South 1st Avenue Tel. #384-2958

Coatesville	Pa.	19320
City	State	Zip Code

/s/ Paul E. Butcher
Signature(s) of Complainant(s)

NATURE OF COMPLAINT

I, Paul E. Butcher, contend the Company is discriminating against me by not allowing me to be relieved from working the all midnight shift (12—8 A.M.) which I have worked for approximately nine (9) years.

I contend the Company is in violation of my rights to a different work assignment and because of the attitudes of my supervision, I believe I am being discriminated against because of my race.

There is no agreement between the Union and the Company and there is nothing contractually that binds me to a permanent shift. Therefore, I ask the Company to oblige my request to be relieved from working an all midnight (12—8 A.M.) shift.

RELIEF REQUESTED

This alleged discrimination was based on (check):

Race ☒ Color ☐ Religion ☐ National Origin ☐ Sex ☐ Age ☐ and is with regard to (check):

Initial Hiring ☐ Assignment ☒ Promotion-Up Grading ☐ Transfer ☐ Discharge ☐ Lay Off ☐ Recall ☐

* * * *

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1165
AFL CIO CLC

May 11, 1979

Mr. Frank Mont, Chairman
International Committee on Civil Rights
Five Gateway Center
Pittsburgh, PA 15222

RE: USWA Civil Rights Complaint—Paul E. Butcher dated 2/28/79

Dear Sir and Brother:

In reference to USWA Civil Rights Complaint form dated February 28, 1979 signed by Paul E. Butcher, ck. #6224, the Complaint has been settled to the satisfaction of all parties concerned in the Fourth Step of our Grievance Procedure (Grievance Number L-10932-9, April 24, 1979).

Copies of the Complaint and the settlement are attached.

Sincerely,

/s/ Thomas E. James
Thomas E. James, Chairman
Civil Rights Committee
USWA Local Union #1165

TEJ:nc
Enc.

UNION'S EXHIBIT 248

* * * *

October 30, 1970

CIVIL RIGHTS COMMITTEE MEETING

October 21, 1970 3:00-5:00 P.M.
Industrial Relations Conference Room

Personnel Present

Company Representatives	*Union Representatives*
James Mulligan, Chairman	Carl Cannon, Chairman
Thomas J. Ryan	Harry Cavuto
Paul Geiswite	James M. Quinn, Jr.
Norris J. Domanque	Alexander Musika
Leonard M. Eaton	James Robinson

The regular meeting of the Civil Rights Committee began promptly with the introduction of an agenda for discussion by Mr. Carl Cannon, the Union Chairman. The agenda contained four questions which are listed below with a synopsis of the discussion that followed each question.

Question One:

> "What are the Company's hiring practices for full time and summer employees?"

Mr. Norris Domangue stated that it is the company's policy to hire employees who, based on their physical and mental abilities, will best serve the interests of the company.

In the Bargaining Unit, all jobs above the pool level will be filled from the pool or from transfer requests, whenever possible. These openings are acted upon by the Personnel department when the concerned department submits a requisition for personnel replacement. For six

years, the company has endeavored to place Blacks in all White subdivisions.

Many factors are considered before selecting personnel for summer jobs including the need to hire minorities. This past summer, out of over 400 applications from college students, 107 Whites and 26 Blacks were hired to fill 116 Bargaining unit jobs and 17 salary jobs.

Question Two:

> "Why are there no Black employees in the Carpenter Shop and Blacksmith Shop when supervision in the Blacksmith Shop say they are in need of men?"

Mr. Ryan explained that there are no active requests for transfer to the Blacksmith Shop and that in 1966 the last person was hired in that department. Three men remain on recall.

In the Carpenter Shop there are 33 approved requests for transfer. One request is from a Black employee with a company hiring date of 1970 which makes him ineligible at this time for transfer. 1966 saw the last person hired in the Carpenter Shop.

Mr. Quinn asked how often may a person take the test for job transfer?

Mr. Domangue replied that there is no set time. The company does encourage employees to wait six months after taking a test before taking the same test again. A person is advised against taking the same test more than three times as it is questionable whether a fourth time will produce any significant change.

Question Three:

> "How are Foremen and General Foremen selected and evaluated? Do we have one standard throughout the Mill?"

Mr. Domangue explained that each department superintendent is called upon to select personnel for foremanship school from among the bargaining unit employees in that department. All available records are reviewed to determine if these employees have the necessary prerequisites to successfully complete the formanship school.

Mr. Cavuto and Mr. Quinn emphatically declared that they believed the tests were useless as an indicator of a man's ability to perform a foreman's job.

Mr. Domangue explained that there have been exceptions made in certain cases where individuals who did not pass the pre-foremanship tests were accepted for foremanship school based on their other documented qualifications.

Mr. Robinson stated that a senior employee who performs his job well should be given an opportunity to become a foreman.

Mr. Geisewite stated that the employee who performs his job well does not necessarily make a good foreman as many other factors must be considered.

Mr. Domangue went on to explain that individuals selected for foremanship school must possess the necessary skills and ability to handle the four weeks of school which includes public speaking, certain homework requirements and a considerable amount of outside reading.

In addition, the company is striving foremost, through its foremanship school, to develop a nucleus of foremen with the technical competence to be available for interdepartmental transfer. Lukens needs for the future include the flexibility to transfer foremen from one department to another when the workload in a particular department is such that additional supervision is required.

Individuals who are promoted to foreman, solely on the basis of their experience in a particular area, often do

not possess the flexibility or technical competence to accept a transfer to another department.

A discussion ensued where the company's philosophy and practice in promoting men to foreman and general foreman was discussed.

Mr. Mulligan, as chairman, reiterated the purpose of the Civil Rights Committee. He declared that promotions within the salary force at Lukens were not for the Committee to discuss. It was permissible to discuss foremanship training and the selection of turn foremen as it is an area where the Union and Company interface.

Question Four:

> "Would it be possible for this committee to get a breakdown of hiring by departments in bargaining and salaried units?"

Mr. Domangue provided a listing of bargaining unit employees by number in each subdivision with a breakdown by Black and White employees.

The Committee was asked to confirm the fact that at the meeting held on April 11, 1969 procedural matters for these meetings were established. It was agreed that the ground rules for discussion had been established with the exception of a submission time for agendas.

The next meeting of the Civil Rights Committee will be held on November 16, 1970, from 3:00 P.M. to 5:00 P.M. in the Industrial Relations Conference Room.

/s/ Leonard M. Eaton
LEONARD M. EATON
Secretary

* * * *

MINUTES
CIVIL RIGHTS COMMITTEE MEETING

May 31, 1978

LOCATION:

Strode Avenue Office Building
Conference Building

ATTENDEES:

Union Representatives	*Company Representatives*
T. James, Chairman	J. Slattery, Chairman
B. Pilotti	T. Ryan
J. Brown	N. Thompson

DISCUSSION:

1. The Union expressed concern that a disproportionate number of minority employees were possibly being discharged in the EMS area during their probationary periods. They also reminded the Company of the obligation to inform an employee of the reasons for discharge. The Company responded that supervision had been reminded of its obligation to provide a reason for discharge and would be reminded again if necessary. The Union agreed to provide statistics to substantuate its claim of disproportionate discharges at a subsequent meeting of the Committee.

2. With regard to the Civil Rights Complaint filed by Ms. Joan D. Hernandez, Mr. Slattery advised the Committee that the EEO office had investigated her complaint and had concluded that her termination was based on lack of skill and not sex. At the same time, Ms. Hernandez was terminated, a white male was also terminated. In addition, the EEO office interviewed other female employees in the same area.

The EEO office was advised by the interviewees that they had not been subjected to any discrimination or unfair treatment from other workers or supervision. The Union then requested that they be permitted to observe Ms. Hernandez on the job when employment is next increased in that area to see if she had or did not have the requisite skills. This request was denied as, in the Company's opinion, it exceeded the authority of this Committee.

3. The Committee discussed a possible joint letter from the Committee to Lukens to emphasize the importance of counseling during the probationary period. Mr. Slattery agreed to draft such a letter for consideration at a future meeting of the Committee.

The next meeting of the Committee will be June 21, 1978.

JAMES L. SLATTERY

* * * *

UNION'S EXHIBIT 261

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L-8810-10

Date 6/7/76

Rec'd By Joe Hess

Name: Group Check No.————

Address

Job———— Dept.: Machine & Forge

Div.: Machine Shop

Employee's Statement of Grievance

We, the undersigned, contend the Company has discriminated against us in the posting of the job in the Toolroom. The Company has denied us promotional opportunity and advancement to a better job.

We ask the Company to recognize our seniority and the original posting and pay all monetary losses from May 30, 1976.

/s/ George Dun 1511
/s/ Brett Peters 6095
Date June 3, 1976

First Step, Foreman's Answer:

Seniority was recognized, senior, qualified men were given the jobs on the posting.

Therefore grievance denied.

Settled ——— Appealed to Next Step ✓

/s/ R. Allen Mowbry /s/ Joseph Pudless

Date 6/7/76

Second Step Date rec'd by Sup't of Dept 6-10-76

At the Union's request, we have agreed to revert to the original posting, which will give the agrieved promotional opportunity, and the opportunity to take entrance level test.

Settled No Appeal to Next Step X

/s/ R. Allen Mowday /s/ [Illegible]
Date 6-10-76

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* * * *

3rd Step—L.U. #1165 June 15, 1976

Grievance L-8810-10—Group, Machine Shop—Rec. 6-3-76

> 'We, the undersigned, contend the Company has discriminated against us in the posting of the job in the Tool Room. The Company has denied us promotional opportunity and advancement to a better job.
>
> 'We ask the Company to recognize our seniority and the original posting and pay all monetary losses from May 30, 1976.'

UNION POSITION: The Union stated it is specifically objecting to the test being required of the grievants to enter the Tool Room. The Union stated that the Tool Room vacancy was initially filled by two older employees who were not required to take such a test. The Union stated that these two older employees now have asked that they be reassigned as 1/C Machinists and the Union does not think the Company has the right to use a different standard for selecting the grievants to fill the same vacancy off of the same posting. The Union noted that the grievants are black employees and the Union questioned whether this is the reason for requiring a test to enter

the Tool Room. The Union also stated that the Company is obligated to first train the grievants before administering a job related test.

COMPANY POSITION: The Company stated it is agreeable, in settlement of the instant grievance, to using the first posting rather than a second subsequent posting in filling the vacancies in the Tool Room. The Company acknowledged that the two oldest employees who signed the posting and entered the Tool Room have since requested that they be reassigned to 1/C Machinists. The Company stated that the grievants will be given the opportunity as the next most senior employees who signed the posting to qualify for the vacancies in the Tool Room. The Company stated that the test referred to by the Union is job related and administered for the purpose of determining that employees have the background to learn the Tool Room Attendant position. The Company stated there is no intent in administering the test to discriminate against black employees.

DISPOSITION: Appealed to Step 4.

[4th Step] [June 3, 1977]

* * * *

L8810—Withdraw

* * * *

UNION'S EXHIBIT 262

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O., Local #1165

Number L-8173-9

Date 11-19-75

Rec'd By J. Abrams

Name James Williams Check No. 6981

Address

Job Dept. Mech. Maint. Div. Maint.

Employee's Statement of Grievance

I, the undersigned, contend the Company discriminated against me because of my color by moving me from the Electric Melt Shop area, of which I have seniority over fellow employees in the same job description and the same ability, to the 84 Mechanical Maintenance area. I ask this to cease and to return me to my proper area at the Electric Melt Shop.

/s/ James Williams

Date Oct. 30, 1975

First Step, Foreman's Answer:

Jim Williams was relocated from the E.M.S. as a result of a reduction of manpower and his relative lack of floor experience. Since he does have a general knowledge

of the melt shop area he will be returning as soon as an opening developes.

Settled Yes Appealed to Next Step ———— —

/s/ Benjamin Pilotti /s/ J. C. Abrams

Date Dec. 9, 1975

UNION'S EXHIBIT 263

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O., Local #1165

Number L-8353-5

Date 2-2-76

Rec'd By T. Scull

Name Ronald Parr Check No. 5431

Address

Job Dept. 120' " Mill Div. Crane

Employee's Statement of Grievance

I, the undersigned, contend the Company is discriminating against me by putting a white man in a job that I bid on and secured. I ask the Company to cease and desist and to pay me all monetary losses.

THIS IS A CONTINOUS GRIEVANCE.

/s/ Ronald Parr

Date Jan. 30, 1976

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* * * *

3rd Step—L.U. #1165 February 24, 1976

Grievance L-8353-5—Ronald Parr #5431, Cranes—Rec. 2-2-76

'I, the undersigned, contend the Company is discriminating against me by putting a white man in a job that I bid on and secured.

I ask the Company to cease and desist and to pay me all monetary losses.[7]

THIS IS A CONTINUOUS GRIEVANCE.

UNION POSITION: None

COMPANY POSITION: None

DISPOSITION: Settled in 2nd Step.

UNION'S EXHIBIT 264

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C. I. O., Local #1165

Number L8873-8

Date

Rec'd By

Name Virginia Washington Check No. 1331

Address

Job Dept. HtTr. & Fin. Div. NAB

Employee's Statement of Grievance

I, the undersigned, contend the Company has unjustly been denying me the opportunity for promotional opportunity since 1975; therefore, charge the Company has been discriminating against me. I ask the Company to cease and desist, elevate me to my proper job, and pay me all monetary losses.

/s/ Virginia Washington

Date June 21, 1976

First Step, Foreman's Answer:

DENIED

(1) Vir. Washington signed posting for GA charger 5/29/75—put on learning 7/20/75-8/2/75. After 2 week period, she asked to be taken off job.

(2) Signed posting for layerant on 5/29/75—she was not put on learning that job nor was anyone else put on learning that job due to nonavailability of people to fill their would-be vacated positions at that time.

(3) 6/8/76—signed for NAB charger—she was 6th of 7 on seniority.

(4) 6/17/76—signed for NAB seale checker—she was 5th of 8 on seniority.

(5) 6/17/76—signed for NAB/GA furnace operator—she was 3rd of 7 on seniority.

Settled ————Appealed to Next Step Send 3rd step.

/s/ Thurman E. Jones /s/ Andrew B. Maloney
Date 7/1/76

3rd Step—L.U. #1165 July 20, 1976

Grievance L-8873-8—Virginia Washington #1331, NAB —Rec. 6-22-76

'I, the undersigned, contend the Company has unjustly been denying me the opportunity for promotional opportunity since 1975; therefore, charge the Company has been discriminating against me.

'I ask the Company to cease and desist, elevate me to my proper job, and pay me all monetary losses.'

UNION POSITION: The Union stated the grievant's specific complaint in the instant grievance is that she was improperly denied the opportunity to learn the job of Furnace Helper. The Union contended that the job of Furnace Helper was posted in March 1975 and the grievant signed the posting. The Union contended that despite the fact that the grievant signed the posting, a younger employee than the grievant named Weber was placed on the Furnace Helper position. The Union also noted that younger employees than the grievant had been hired to learn jobs that the grievant would like to learn in order to get off the job of test cutting. The Union also contended that in the assignment of newly hired

employees to learn entry level jobs, supervision has historically assigned minority employees to learn the least preferable of the entry level jobs. The Union presented a schedule dated June 20, 1976 as evidence of this fact.

COMPANY POSITION: Supervisor Moissey testified that to his knowledge the grievant never signed a posting for the job of Furnace Helper. Supervisor Moissey testified that the grievant signed the posting for Green Anneal Charger on May 29, 1975, but asked to be taken off the job after spending from July 20, 1975 through August 2, 1975 as a learner. Supervisor Moissey also stated that the grievant has signed the posting for Layer-out on May 29, 1975, but to date no one has been selected off the posting to learn the job. Mr. Moissey also testified that the grievant has signed a posting dated June 8, 1976 for NAB Charger, but was sixth of seven in seniority. Mr. Moissey stated furthermore that the grievant has signed postings for NAB Scales Checker and NAB Green Anneal Furnace Operator on June 16, 1976, but on both occasions did not have enough seniority to merit the job. Supervisor Moissey denied the Union's allegation that minority employees who are newly hired are assigned the least preferable entry level jobs. He stated that prior to hiring employees into entry level jobs, those jobs are posted in the department. The Company suggested the instant grievance be held in abeyance until the grievant returns from sick leave, at which time the parties can discuss with the grievant this specific complaint alluded to in the instant grievance.

DISPOSITION: Held in abeyance.

Step 4—L.U. #1165 November 10, 1976

Grievance L-8873-8—Virginia Washington #1331, NAB —Rec. 6-22-76

> 'I, the undersigned, contend the Company has unjustly been denying me the opportunity for promo-

tional opportunity since 1975; therefore, charge the Company has been discriminating against me.

'I ask the Company to cease and desist, elevate me to my proper job, and pay me all monetary losses.'

UNION POSITION: The Union stated if the grievant did, in fact, bid the job, she should be given due consideration. The Union stated, however, that the grievant has recently quit the employ of the Company. The Union stated, however, its position in the instant grievance is that the Company should not discriminate against any black or female employees.

COMPANY POSITION: The Company stated its position is the same as that in the Step 3 minutes. The Company stated it agrees with the Union's position that there should be no discrimination against any black or female employees. The Company stated that in the instant grievance there was no such discrimination.

DISPOSITION: Withdrawn without precedent or prejudice on the basis of the Company's position.

UNIONS' EXHIBIT 266

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L-7422-9

Date 10-23-74

Rec'd By P.T. Scull

Name Israel Grove Check No. 4472

Address

Job ——— Dept. Ref. & Fuel Div. Bricklaying

Employee's Statemen of Grievance

I, the undersigned, contend the Company violated the current Labor Agreement by denying me the opportunity to become 3rd Class Bricklayer.

I ask the Company to cease and desist in this practice and to pay me all monetary losses.

/s/ Israel Grove

Date Oct. 22, 1974

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* * * *

3rd Step—L.U.#1165 November 26, 1974

Grievance L-7422-9—Israel Grove, #4472, Masonry, Ref. & Fuel—Rec. 10-23-74

"I, the undersigned, contend the Company violated the current Labor Agreement by denying me the opportunity to become 3rd Class Bricklayer.

"I ask the Company to cease and desist in this practice and to pay me all monetary losses."

* * * *

UNION POSITION: None.

COMPANY POSITION: None.

DIPOSITION: Held in abeyance.

3rd Step—L.U.#1165 December 17, 1974

Grievance L-7422-9—Israel Grove, #4472, Masonry, Ref. & Fuel—Rec. 10-23-74

"I, the undersigned, contend the Company violated the current Labor Agreement by denying me the opportunity to become 3rd Class Bricklayer.

"I ask the Company to cease and desist in this practice and to pay me all monetary losses."

UNION POSITION: The Union stated the Company failed to counsel Mr. Grove as to why he failed the overall test for "C" Bricklayer which is covered under the current Labor Agreement. The Union stated that Mr. Grove should be transferred to the position and he should remain there until he becomes a craftsman, which is similar to the way it is done in the Pipe Shop.

COMPANY POSITION: The Company stated the instant grievance is covered by Grievance L-6614 which was heard in the 4th Step on September 18, 1974 at which time it was denied by the Company. The Company stated that on July 28, 1974 it created the position of Helper in order to train persons for the 3/C Bricklayer position. The Company stated that Mr. Grove has not availed himself of that opportunity. The Company stated the job was posted and that Mr. Grove did not sign the posting. The Company stated that other employees who

had signed the posting were placed in the Helper position and are now working as 3/C Bricklayers.

DISPOSITION: The Union will make a written reply to the Company within ten (10) days in accordance with the terms of the current Labor Agreement.

Step 4—L.U.#1165 May 21, 1975

Grievance L-7422-9—Israel Grove, #4472, Masonry, Ref. & Fuel—Rec. 10-23-74

> 'I, the undersigned, contend the Company violated the current Labor Agreement by denying me the opportunity to become 3rd Class Bricklayer.
>
> 'I ask the Company to cease and desist in this practice and to pay me all monetary losses.'

UNION POSITION: The Union stated it is adding to its previously stated position the charge of discrimination. The Union requested that the Company reply to the Union in a manner which will indicate the number of minority employees who are Bricklayers.

COMPANY POSITION: The Company stated that it will respond as requested.

DISPOSITION: Prior to July 1974, the Company had three black Bricklayers, two of whom had been promoted to foremen. There were also 23 white Bricklayers prior to the same date. In July 1974, the Company created the position of Helper in the Masonry Subdivision. This new position helped employees to learn bricklaying. The record indicates that 12 employees took advantage of the opportunity to advance to Bricklayer 'C'—five black employees passed the test—five white employees also passed and two black employees declined the test. In view of the forgoing, the Company denies there has been any discrimination of black employees as charged by the Union in the above grievance.

STEP 4½ GRIEVANCE MEETING
LOCAL UNION #1165

May 19, 1976—9:00 a.m.-12:00 Noon
Industrial Relations Conference Room

Representing Company

T. J. Ryan
P. T. Scull

Representing Union

Earl Zitarelli
James Brown
Benjamin Pilotti
George Barrage
Benjamin Elliott
Therman Gaines
Albert Cooper

It was agreed by the parties that any cases resolved in this Step 4½ Meeting would be done so on a non-precedent basis and will not be referred to in discussions before a third party.

Withdrawn— * * * * L-7422-9

* * * *

/s/ T. J. Ryan
T. J. RYAN
Labor Relations

EARL ZITARELLI
Staff Rep.
United Steelworkers of America

UNION'S EXHIBIT 268

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L10831-10

Date 1-16-79

Rec'd By ————

Name George A. Dixon Check No 1516

Job ——— Dept. Mach. & Forge Div. Machine Shop

Employee's Statement of Grievance

I, the undersigned, contend the Company violated the current Labor Agreement and has shown discrimination when they denied me the job of Welder in the Machine Shop.

I ask the Company to reinstate me to the job of Welder and to pay me all monetary losses for this violation.

/s/ George Dixon

Date Jan. 10, 1979

First Step, Foreman's Answer: There was no discrimination shown, and the Company can see no violation in the current labor agreement. Therefore, this grievance is denied.

Settled ———— Appealed to Next Step ✔

Signed [Illegible] (union) Signed ———— (foreman) Date 1/15/77

* * * *

3rd Step—L.U.#1165 March 13, 1979

Grievance L-10831-10—George A. Dixon #1516, Machine Shop—rec. 1-10-79

I, the undersigned, contend the Company violated the current Labor Agreement and has shown discrimination when they denied me the job of Welder in the Machine Shop.

I ask the Company to reinstate me to the job of Welder and to pay me all monetary losses for this violation.

UNION POSITION: The Union contends the Company has discriminated against the grievant by denying him the job of Welder in the Machine Shop. The Union stated the grievant was a successful bidder for the job and was sent to Welded Products for the required welding test. The Union stated the grievant passed the welding test. The Union stated that Foreman Stanley Dero had indicated he would give the grievant four days to become familiar with the work. The Union stated that after two and one-half days, the Company had their Welding Engineer check the work of the grievant. The Union stated they feel the grievant did not get a fair share of proper training. The Union stated that other Welders have done as bad as the grievant. The Union stated that if the grievant had been given more time, he could have become a more proficient Welder.

COMPANY POSITION: The Company stated they posted for a position of 'B' Welder and that George Dixon became the successful bidder. The Company stated that Mr. Dixon was sent to Welded Products for the SAE Welding Test and was passed. The Company stated Mr. Dixon was assigned to weld on a table roll and an edger shaft. The Company stated they had the work checked by Welding Engineer T. McKearney. The Company stated the work checked on the table roll had a poor tie

in at the start and stop of the weld and this results from a lack of technique. The Company stated the check on the edger shaft revealed a poor bead tie in which represents a lack of technique and excessive splatter which is caused by either excessive amperage and/or long arc lengths. The Company stated that all the work had to be reworked. The Company stated Mr. Dixon lacks the necessary experience in this type of welding.

DISPOSITION: Since the instant 3rd Step meeting, the Company has made a further review of the facts involved in this grievance and must continue to deny the request of the Union.

UNION'S EXHIBIT 276

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L 4504

Date 2/13/70

Rec'd By J. Miller

Name Albert Lewis Check No. ————

Address

Job ———— Dept. Trans. & Serv. Div. [Illegible]

Employee's Statement of Grievance

I, the undersigned, claim that the Company has discriminated against me regarding tests given to me for the position of truck driver.

I request that I be awarded the bid and placed in the correct position on the seniority list.

/s/ Albert Lewis
Date Feb. 13, 1970

First Step, Foreman's Answer:

We contend there is no violation of current labor agreement, therefore this Grievance is denied.
Settled ——— Appealed to Next Step directly to 3rd step

/s/ James Brown
Union

/s/ John Miller
Foreman
Date 2-16-70

Grievance L-4504—Albert Lewis, Check # 6334, Motor Trucks, Sub., Trans. & Services Dept.—Rec. 2-13-70

> "I, the undersigned, claim that the Company has discriminated against me regarding tests given to me for the position of truck driver.
>
> "I request that I be awarded the bid and placed in the correct position on the seniority list."

UNION POSITION: The Union objected to the Company testing employees prior to entering into the Truck Subdivision without previous training. The Union stated that in the instant grievance, the grievant feels that the test was improperly administered. The Union charged that the test is not uniform and there are no guidelines. The Union also charged that certain employees have been admitted to the Truck Subdivision without previous experience and without taking a test. The Union stated that it is asking in the instant grievance that the grievant be re-tested in the presence of a Union representative.

COMPANY POSITION: The Company stated as regards the test in general that it is certainly job-related and permissible under the provisions of the current Labor Agreement. The Company pointed out that the test is merely one prerequisite in determining an employee's qualifications for employment in the Truck Subdivision. The Company stated that it requires a certain amount of experience as a prerequisite to entrance into the Truck Subdivision. The Company stated that the test referred to by the Union in the instant grievance is a measure of such experience. The Company stated, however, that should an employee meet the prerequisite relative to truck experience, he would still be judged on other facets involved in truck driving during his first 60 days of employment in the Truck Subdivision. The Company stated,

however, that it is willing to readminister the test as regards the grievant, Albert Lewis, in the presence of a Union Shop Steward and settlement of the instant grievance.

DISPOSITION: Held in abeyance pending retest.

April 6, 1970

P. T. Scull, Assistant
Manager-Labor Relations
Lukens Steel Company
Coatesville, Pa. 19320

RE: Grievance L-4504

Dear Mr. Scull:

Since the Company complied with the disposition as agreed to in the 3rd Step, we are withdrawing the above grievance without prejudice.

Very truly yours,

MICHAEL REACH, Chairman
Grievance Committee

MR:nc

UNION'S EXHIBIT 289

Arbitration

(Grievance L-6097-10)

Hearing date: May 10, 1973

LUKENS STEEL COMPANY

— and —

UNITED STEELWORKERS OF AMERICA,
AFL-CIO LOCALS 1165 AND 2295

APPEARANCES: *For the Company*—T. J. Ryan, Manager, Labor Relations; P. T. Scull, Assistant to Manager, Labor Relations

For the Union—Earl J. Zitarelli, Staff Representative; Harry Cavuto, President, Local 1165

OPINION

The contention here is that supervision improperly assigned a Shop Electrician from Motor Repair work to Small Item Repair work in the Electric Shop, causing him a loss in earnings opportunities.

In the earlier stages of the grievance, the Union was arguing that Article V, Section 3(F) was violated, but at the Fourth Step and at the arbitration hearing, the Union spokesman dropped that argument and placed his main reliance on Article IV (Wages), and particularly on the first paragraph of Article XI (B), which reads as follows:

> "The parties recognize that promotional opportunity and job security in event of promotions, decrease of forces and rehiring after layoffs should increase in proportion to length of continuous service, and that in the administration of this Article the intent will be that wherever practicable full consideration shall be given continuous service and seniority in such cases."

It is conceded that the incentive earnings on the Small Item Repair work average substantially less than those on the Motor Repair work, and the Union asserts that the Motor Repair work assignments therefore constitute a "promotional opportunity" within the meaning of this paragraph. The grievant, Stanley Graden, had more seniority than two other Shop Electricians who were kept on the MR work, and it is argued that Article XI (B) was thereby violated.

The Company contends that the concept of "promotional opportunity" refers only to promotions to higher-rated jobs, and has never been treated in this Company as applying to work assignments within the same job classification. Furthermore, the Company asserts that "promotions" have always been treated as limited to *permanent* moves, not merely temporary assignments. In support of this last contention, the Company has submitted a 1969 decision by Arbitrator Eli Rock, denying Grievance No. L-3593. In that case, Arbitrator Rock ruled that an assignment of a junior Electrician A to a temporary Gang Leader vacancy was not violative of Article XI (B), since the "promotional opportunity" specified therein did not encompass assignments to temporary vacancies. (He found that this principle had been firmly established in a much earlier arbitration decision under this same contract language, a 1949 decision on Grievance L-692 by Arbitrator Kendall D'Andrade.)

The Union spokesman contended that the Rock and D'Andrade decisions are not controlling here because the assignment in the present case has all the earmarks of permanence, the grievant *still* being on the Small Items Repair work, six months after the initital assignment which brought on the grievance. I find it unnecessary to rule on the interesting question of whether the prior rulings would govern a "temporary" assignment lasting as long as six months, however, because I think the grievance must be denied in any event on the other issue presented, concerning the fact that these were assignments within the same classification.

On *that* issue, I find that the Company is on solid ground on the basis of the evidence regarding past practice. The Union has not challenged the Company's assertion that assignments within the classification have regularly been made without regard to seniority—they simply say this case is unique in that it involves two separate incentive plans within the same classification, with substantially different earnings opportunities. In answer to that, however, the Company produced the record of an earlier grievance (L-4873), filed in December 1970 by three of the Shop Electricians in this same Electric Shop, including the present grievant, complaining of exactly the same kind of assignment as the one at issue here—to Small Item Repairs instead of Motor Repairs. The Union contended that senior men should have preference on the Motor Repair work, because of the higher earnings opportunity, while the Company contended that it "has the right of assignment within a classification".

The grievance was withdrawn at the Fourth Step, without prejudice, and the minutes indicate that perhaps the issue was beclouded by claims that the employees had been rotated and that earnings on Small Items work were, at that particular time, higher than on Motor Repair. The Union spokesman at the present hearing asserted that these circumstances made the case worth-

less as a precedent, and I am inclined to agree with him. However, it *does* show that the Company has been consistent in its position over the years that this type of assignment, within a classification, is not governed by seniority, and there is no evidence that this proposition has been successfully challenged.

On all the evidence before me, I conclude that the assignment in question here was not a "promotional opportunity" within the meaning of Article XI (B), that no other provision of the contract was violated by the assignment, and that the grievance should be denied.

DECISION

Grievance L-6097-10 is denied.

/s/ Lewis M. Gill
LEWIS M. GILL
Umpire

May 17, 1973

UNION'S EXHIBIT 302

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-11459-6

Date 7-23-79

Rec'd By W. Whiteman

Name Kenneth J. Russell Check No. #1841

Job ———— Dept. Melting Div. ESR

Employee's Statement of Grievance

I, the undersigned, contend the Company violated APPENDICES D and E of the current Labor Agreement by denying me the opportunity to work as an Apprentice in the Electrical Department.

I ask the Company to cease and desist and to allow me to enter the program and pay me all monetary losses if there are any.

/s/ Kenneth J. Russell
Date July 23, 1979

First Step, Foreman's Answer: To 3rd Step

* * * *

3rd Step—L.U.#1165 September 18, 1979

Grievance L-11454-6—Calvin C. Cox #2083, ESR—rec. 7-23-79

Grievance L-11458-6—Guy G. Ball #1960, ESR—rec. 7-23-79

Grievance L-11459-6—Kenneth J. Russell #1841, ESR—rec. 7-23-79

I, the undersigned, contend the Company violated APPENDICES D and E of the current Labor Agreement by denying me the opportunity to work as an Apprentice in the Electrical Department.

I ask the Company to cease and desist and to allow me to enter the program and pay me all monetary losses if there are any.

UNION POSITION: The Union contends the Company violated Appendices D and E of the current Labor Agreement by denying the grievants the opportunity to work as an apprentice in the Electrical Department. The Union requested that their Staff Representative be permitted to review the Apprenticeship Test.

COMPANY POSITION: The Company stated the grievants failed to pass the Apprenticeship Test and therefore are not qualified to enter the Apprenticeship Program. The Company stated that in accordance with the Labor Agreement the Company will select apprentices from applicants for the Apprenticeship Training Program who are qualified to enter such program. The Company stated that the principle criteria to be used in making the selection are whether the applicant has the ability to absorb the training of the program specifically related to the craft involved and the physical ability to perform the duties of the craft involved. The Company stated the entire program was discussed in a meeting attended by Messrs. Ryan, Santoro, Pilotti and Wills and no questions were raised at that time.

DISPOSITION: Appealed to 4th Step.

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC
Five Gateway Center, Pittsburgh, Pa. 15222

February 20, 1980

Mr. C. G. Mahairas
Manager—Labor Relations
Lukens Steel Company
Coatesville, Pennsylvania 19320

Re: Gr. Nos. L-11454-6,
L-11458-6 and
L-11459-6

Dear Mr. Mahairas:

The following is a list containing information needed by the Union to properly review the testing involved in the above-cited grievances concerning the selection of employees for apprentice vacancies in the Electrical Department at Lukens Steel Company.

(1) a copy of the test for the grievants and awardees;

(2) a copy of the manual and administrative instructions used for each of the tests;

(3) the method of scoring for the test and correct scoring keys;

(4) the cutoff or passing score for each of the tests and a copy of the study used to substantiate the cutoff or passing score for each of the tests;

(5) complete validation data for each of the tests and any other information which the Company relies on in its allegation that the tests are job related;

(6) detailed job performance requirements as well as complete job analysis data;

(7) all relevant materials and data pertaining to the core program (same as those materials cited above in items 1-6 pertaining to entrance requirements);

(8) the names and seniority dates of any employees who took the tests and had greater seniority than the awardees;

(9) at what point in time were the tests first utilized for the job in the instant grievance;

(10) what factors, if any, did the Company utilize in its selection process other than seniority and the test scores (if the Company alleges determination was made based on relative ability, please explicitly delineate basis); and

(11) upon what specific factors the successful bidder was selected and upon what factors grievant was disqualified.

All such tests and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such tests and materials may be disclosed to an expert in the testing field for the purpose of preparation of the Union's position in the grievance procedure and to an arbitrator, if the case proceeds to that step. All tests and materials will be returned to the Company following resolution of the dispute.

All of the above material should be sent to my attention. If you have any questions, please feel free to contact me.

Very truly yours,

/s/ Patti Seehafer
Patti Seehafer, Representative
Arbitration Department

PS/ab
cc: Dee W. Gilliam, Director
Samuel Santoro, Staff Representative

UNION'S EXHIBIT 321

LIST OF SHOP STEWARDS, PAST & PRESENT,
FROM 1967 FOR L.U. #1165

Color	Name	Color	Name
White	Horace Adams	White	Howard W. Brown
White	William Alderman	White	Norman R. Brown
Black	Stanley R. Alston	White	Ronald E. Brown
White	Donald L. Ammon	Black	Samuel H. Brown, Jr.
White	Robert Amole	Black	Harry D. Butcher
Black	James L. Anderson	White	Phillip Byers
White	James R. Anderson	Black	William Calloway, Jr.
White	Wilson E. Armentrout	White	Robert J. Came
White	Wilson E. Armentrout, Jr.	Black	James Campbell
		Black	Haywood Cannon
Black	Robert Austin	Black	Alfred S. Carey
White	Everett Bailey	White	Andrew Caridi
White	Nathan T. Bair	Black	John V. Carr
White	Norman E. Baker	White	Charles A. Cazille
White	Dale A. Baker	White	John Chamberlain
White	George Barber	Black	Ernest Chapman
White	Chester E. Barnes	White	Gene W. Chesnet
Black	Andrew B. Barnett	White	Larry L. Clevenstine
White	Harry E. Barrage	White	Robert Coffey
White	Howard L. Barton	White	Robert S. Clevenstine
Black	James N. Baxter	White	John W. Coldren
Black	John L. Baxter	White	Carl W. Cook
White	David L. Baldwin, Jr.	White	Carl Cozzone
Black	Robert J. Baynard	White	Joseph J. Cozzone, Jr.
White	Robert A. Beaver	White	Robert L. Cornett
White	Andrew Bedrick	White	Calvin C. Cox
White	Leon Bembenek	White	Granville Crothers
White	Martin Bendas	Black	William R. Culclasure
White	Henry Berardi	White	William Daily
White	Lincoln H. Blackwell	White	John H. Dale
Black	Charles E. Boddy	White	George R. Daniels, Jr.
White	Stephen Bodner	White	Charles T. Davidson
White	Donald D. Book	White	George H. Davidson
White	John Boros	Black	Leroy Davis, Jr.
Black	James R. Bowens	Black	Leroy Davis, Sr.
Black	Charles Boyd	White	William F. Davis
Black	William L. Boynes	White	Avory R. DeBoard, Jr.
White	Lewis H. Branson, Jr.	White	Clyde J. Deck
Black	James Brewer	White	Lorne T. Dell
White	Fred Broomell, Jr.	White	John A. DeMatteo
White	Carl L. Brown	White	Arthur Denithorne
Black	Herbert A. Brown	White	Joseph Dennis

Color	Name
White	Nicholas M. DePedro
White	Howard D. DeVault
White	David C. Dickens
White	Kenneth Dickey
White	Anthony DiObilda
White	Frank L. DiObilda
White	William DiObilda
White	Norman Disento
Black	Elwood Dixon
Black	Harvey I. Dixon, Jr.
White	Nicholas N. Dmytryk
White	Ray H. Doan
White	Chester A. Danato
White	Albert Donafrio
Black	Sharman E. Dorsey
White	Dennis Dougherty
White	John M. Duff
White	Charles R. Dunfee
Black	Benjamin J. Elliott
White	John J. Fallon, Jr.
White	Warren K. Farris
White	William R. Feaster
Black	Lawrence M. Ferguson
White	James E. Fiore
White	R. James Fisher, Jr.
Black	William E. Ford
White	Joseph Forte
Black	McDowell Fortune, Jr.
Black	Odell Footer
White	Anthony Frederick
White	John C. Frye
White	Albert D. Fuller
White	Donald R. Fuller
Black	Therman R. Gaines
White	Marvin H. Garnett
White	Louis R. Garver
White	Joseph Gavrish
White	John Gay, Jr.
Black	Donald Gerald
White	Lawrence N. Gill
White	William T. Glenn
Spanish	Benjamin R. Gomez
White	Robert D. Gouldner
Black	Robert Lee Gray
Black	Aubrey Greenley
White	Edward Graziul
White	Lawrence J. Gregor
White	Paul J. Gregor
White	David V. Grevin
Black	James Grove
Black	Moses Grove
White	Joseph A. Guldan
White	Harry D. Guringo, Jr.
White	William L. Haines, Sr.
White	Edgar Halterman
White	Howard Hanna
White	William E. Hanna
White	John Hano
White	Alman L. Harper
Black	George H. Horris
Black	George H. Hovelow, Jr.
White	Paul L. Helm
Black	Robert Henderson
Black	Issac Z. Henry, Jr.
Black	Fredrick Hicks
White	Roston W. Hicks
White	Harold K. Hess, Jr.
White	David L. Higginbotham
Black	Roger Paul Hill
Black	James E. Hines
White	Walter Hinton
White	J. Raymond Hirst, Jr.
Black	Charles Hogan
White	Bobby Gene Houston
White	Casper S. Hracho
Black	Lawrence Hubert
White	James Hudock
White	Clarence R. Hughes
White	Clayton E. Hughes
White	Calvin H. Hutzler, Jr.
White	Robert L. Huyard
White	Albert P. Imhoff
Black	Harold B. Irons
Black	Druis B. Irwin
White	Roy Issacs
Black	Richard Jacks
Black	Thomas E. James
White	William B. Jennings
Black	Earl S. Johnson
White	Gerald Johnson
Black	Isiah I. Johnson
White	Robert H. Johnson
Black	Rogers Johnson
White	Samuel W. Johnson
Black	William Johnson

Color	Name	Color	Name
Black	Willie Johnson	White	Harry Manley
White	Andrew C. Jones	White	Richard A. Mann
Black	Monroe W. Jones	White	Wilson A. Mann, Jr.
White	Norman Jones	White	Thomas Mariano
White	Peter A. Karshalis	White	Orlando Marino
White	Edward A. Kasian	Black	Joseph K. Martin
White	Paul E. Kauffman, Jr.	White	Frank L. Matejkovic
White	Joseph Kelnock	White	Charles S. Mattson
White	Robert B. Kennedy, Jr.	White	William B. Mattson
White	Michael J. Keretzman, III	Black	Edward Maye
		White	Norman McCarraher
Black	Eugene H. Kidd	White	Ronald McCarraher
White	Anna B. Kimes	White	Raymond R. McComsey, Jr.
White	Arthur L. King		
Black	John T. King	White	Garry W. McEldorney
White	Norman B. Kochel	Black	Larry D. McGibboney
White	Louis S. Kornet	White	Gerald C. McHenry
White	Eugene Kuch	White	Howard A. McLean, Jr.
White	Jere T. Kuhns	White	Charles McNutt
White	Randall E. Krammes	White	Richard D. McPeak
White	Joseph S. Kusnerzyk	White	Ira C. McWilliams, Jr.
Black	Wert Lacy	White	William (Wooyl) Melnick
White	Nicholas Laurento Douglas Lamb	Black	Ramon Middleton
		White	Donald Miley
White	Anthony P. Laurento	Black	Horace W. Miller
Black	Defields Lawrence	Black	William B. Miller
White	Earl Lawrence	White	Earl Millward
White	Elwood H. Lees	Spanish	Ruben Morales
White	Paul L. Leslie, Jr.	White	Charles I. Mock
Black	Albert S. Lewis	White	Harold Moore
Black	James Lewis	White	Lester R. Moore
White	John Lewis	Black	Louis D. Moore
White	Clayton Light	Black	Clarence Morris
White	Paul R. Linderman	White	Walter F. Morris
White	Dale G. Livingston	Black	Kenney Morrison
White	Domenick W. Lombardo	Black	Rayford Moulden
Black	Larry London	White	Dennis L. Mowday
White	Clarence W. Lowry	White	Ernest Mowday
Black	William Luby	White	Thomas A. Mowday
White	Don Lucas	White	Robt. Allen Mowday
Black	Lamar Lumpkin, Jr.	White	Ronald Mulcahy
White	John E. Lyons	Black	Charles Murray
White	Louis J. Maco	Black	Ralph R. Murray
White	Albert A. Mammarella	White	William Myers
White	Joseph V. Mammarella	Black	Calvin A. Murrey
White	Nicholas Mammarella	White	Alexander Musika
White	Joseph Mankow		

Color	Name
White	James W. Myron
* * *	
White	Fred Shaver
White	John M. Shesko
White	William Shickley
White	Norris J. Shirk
White	Robert Showalter
White	Charles Sill
White	John F. Skiba
White	Charles E. Smith
White	Donald W. Smith
White	Donald Y. Smith
White	Earl F. Smith, Jr.
Black	Earvin J. Smith
White	Guy R. Smith, Jr.
Black	Issac W. Smith
White	Barry E. Snyder
White	Roman Sobczynski
White	Donald Sokso
White	Mike J. Soroka
Black	Harry Spencer
White	Raymond H. Stackhouse
White	Raymond H. Stackhouse, Jr.
White	Theodore Stetler
White	Paul Stoltzfus
White	Steve Sushinski
White	Kenneth Swinehart
White	Leroy W. Swoyer
White	Delano Taylor
White	Eugene L. Taylor
Black	Raymond Taylor
Black	Robert J. Taylor
White	Robert W. Taylor
White	Joseph A. Thomas
Black	Cornelius E. Thorpe
White	Samuel W. Tomlinson
Black	Arthur H. Tooles
White	Raymond Townsend
White	Paul E. Trace
Black	Waddell T. Tucker
White	Benjamin Umile
White	Thomas B. Umile
White	Walter J. Urban
White	Wm. Larry Urbine
White	Morris J. Verbiski, Jr.
White	James F. Villbrandt
White	Edward Waddell
White	William Wallace
White	Robert T. Warden
White	Charles A. Warmiak
White	Kenneth H. Weaver
White	John F. Watts
White	Albert C. Welsh, Jr.
Black	Leon Whitfield
Black	Isaac D. Whitaker
White	Richard Whiteman
Black	David E. Williams
Black	James Williams
White	Robert A. Williams
White	Howard S. Wilson
White	Lewis L. Wilson
White	Robert F. Wilson, Jr.
White	Thomas G. Wilson
White	Rudolph Winchester, Jr.
White	Martin L. Wolfe
White	Bernard Williams
White	Lewis L. Wilson
White	Craig Woodruff
White	Edward D. Wright
White	Howard Wright
White	John Wright
White	Harold L. Yost
White	Bruce A. Young
White	Russel A. Yunkin
White	Guy Zazzara, Sr.
White	Michael Zevtchin
White	John Zamolski
White	David E. Zink
White	Joseph Zydinsky
Black	Thomas A. Brown, Jr.
White	Horace DiDavide
White	John H. Callahan
White	William J. Chesnet
White	Robert W. Froelich, Jr.
White	Benjamin J. Fuller
White	Allen L. Linderman
White	Lawrence D. March
White	Joseph F. Misiewicz
White	Daniel Profeto
White	John Przychodzien, Jr.

UNION'S EXHIBIT 322

SHOP STEWARDS FOR L.U. #1165
AS OF JAN. 23, 1979

ZONE #1—RAY GARDNER (Committeeman)
WADDELL T. TUCKER (Assistant)

David L. Baldwin, Jr. W
Thomas A. Brown, Jr. B
Robert L. Cornett W
Joseph Dennis W
John M. Duff, Jr. W
Edward Graziul W
Paul J. Gregor W
William L. Haines, Sr. W
Fredrick Hicks B
Anna B. Kimes W
John E. Lyons W
Edward Mayo B
Joseph F. Misiewicz W
Louis D. Moore B
Edward Pacana W
Rudolph Winchester, Jr. W

ZONE #2—ALBERT WELCH, JR. (Committeeman)
HAROLD L. YOST (Assistant)

William L. Boynes B
Robert Coffey W
Howard O. DeVault W
Donald R. Fuller W
Moses Grove B
David L. Higginbotham W
Clarence R. Hughes W
Jere T. Kuhns W
Larry London B
William Luby B
Ronald McCarraher W
Dennis L. Mowday W

Patrick J. Nolan W
Joseph H. Pajrowski W
William Shickley W
Raymond Townsend W

ZONE #3—ALBERT DePEDRO (Committeeman)
LOUIS J. MACO (Assistant)

William J. Chesnet W
Joseph A. Guldan W
Samuel W. Johnson W
Eugene H. Kidd B
Horace W. Miller B
Robert K. Patton, Jr. W
Robert G. Pratt W
Earvin J. Smith B

ZONE #4—ALBERT COOPER (Committeeman)
GEORGE WARIHAY (Assistant)

Andrew Bedrick W
Joseph Forte W
Paul L. Leslie, Jr. W
Stephen Shemonski W
Arthur H. Tooles B

ZONE #5—GEORGE BARRAGE (Committeeman)
GEORGE HAVELOW, JR. (Assistant)

McDowell Fortune, Jr. B
Benjamin J. Fuller W
Lawrence J. Gregor W
Isaac Z. Henry, Jr. B
Allen L. Linderman W
Defields Lawrence B
Lawrence O. March W
Richard D. McPeak W
Calvin A. Murrey B
William C. Sharp W
Raymond H. Stackhouse W

Paul Stoltzfus W
Morris J. Verbiski, Jr. W
Craig Woodruff W
John Wright B
Bruce A. Young W

ZONE #6—RICHARD JACKS (Committeeman)
STEPHEN BODNAR (Assistant)

Wilson E. Armentrout, Jr. W
Henry Berardi W
Gene W. Chesnet W
Calvin C. Cox W
Lorne T. Dell W
Horace DiDavide W
Anthony Frederick W
Aubrey Greenley B
George H. Harris B
James E. Hines B
Rogers Johnson B
Nicholas Laurento W
Albert S. Lewis B
James Lewis B
Albert A. Mammarella W
Ramon Middleton B
Ruben Morales Sp.
Stanley Przychodzien W
Justine D. Romandino W
Bruce Rutledge W
Earl F. Smith, Jr. W
Isaac W. Smith B
Donald Sokso W
Edward Waddell W
Charles A. Warmiak W
Howard S. Wilson W

UNION'S EXHIBIT 342

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., Local #1165

Number L-4529

Date 3-11-70

Rec'd By T. J. Ryan

Name Local Union #1165 Check No.

Address

Job Dept. Melting Div.

Employee's Statement of Grievance

We, the Local Union, claim the Company violated the Testing provisions of our Current Labor Agreement in qualifying employees for the Con-Cast positions. We ask the Company to cease and desist in this practice and abide by our agreement.

/s/ ——— Date March 12, 1970

First Step, Foreman's Answer: Directly to 4th Step.

* * * * *

Grievance L-4529—Local Union #1165, Melting Dept.—Rec. 3-11-70

4th Step 3-25-70

"We, the Local Union, claim the Company violated the Testing provisions of our current Labor Agreement in qualifying employees for the Con-Cast positions.

"We ask the Company to cease and desist in this practice and abide by our agreement."

UNION POSITION: The Union stated that its position in the instant grievance is based on the letter from Ben Fisher which indicates that the test is not by any stretch of the imagination job related in accordance with the provisions of the current Labor Agreement. The Union charged that the test is in violation of Article XI, Paragraph L and Appendix E and Appendix F of the current Labor Agreement. The Union stated that job related implies that the test must be directly related to actual requirements on the job.

COMPANY POSITION: The Company stated that it used the PAQ to develop tests and points out that the PAQ was also used at Armco and Inland Steel Companies. The Company stated that it feels the test is job related and does not ask knowledge necessary on the job. The Company also questioned Mr. Fisher's objection to a written form of test, pointing out that Appendix E defines a job-related test as either written or in the form of an actual work demonstration which measures whether an employee satisfactorily meets the requirements of the job, including the ability to absorb any training which may necessarily be provided for that job. The Company stated that the Union's position seems to indicate that the test itself cannot be administered anywhere than on the actual job site or it would not be job-related.

DISPOSITION: Since the 4th Step meeting of March 25, 1970, the Company has made a further review of the facts involved in this grievance and must continue to deny the request of the Union. The Company contends that the tests given measure the ability to absorb such training for the job as is to be offered and is necessary to enable the employee to perform the job satisfactorily. The Company feels that the tests are in accordance with the provisions of Article XI, Paragraph L, and Appendix E of the current Labor Agreement. The Company

does not feel that Appendix F is applicable in the instant grievance since Trade and Craft jobs are not involved.

* * * *

Final Settlement: Withdrawn without precedent or prejudice.

Date of Settlement 2-3-71

UNITED STEELWORKERS OF AMERICA
District Seven
Downingtown Savings & Loan Co.
100 E. Lancaster Avenue
Downingtown, Pa., 19335
Telephone: 1-269-8300

May 6, 1970

Mr. T. J. Ryan
Manager, Labor Relations
Lukens Steel Company
Coatesville, Pa. 19320

Dear Mr. Ryan:

The following cases are being appealed to Arbitration:

* * * *

L-4529

* * * *

Very truly yours,

/s/ Mike Gaspich
Mike Gaspich
Staff Representative

MG:mad

LUKENS STEEL COMPANY
Coatesville, Pennsylvania 19320

June 2, 1971

Mr. Earl Zitarelli, Staff Rep.
United Steelworkers of America
100 East Lancaster Avenue
Downingtown, Pennsylvania

The grievances listed below have been settled in Step 4 as noted—

* * * *

L-4529—Withdrawn without precedent or prejudice—2-3-71

* * * *

Please confirm settlement of these grievances by signing in the space provided below.

T. J. Ryan
Manager—Labor Relations

CONFIRMED: /s/
Staff Representative

UNION'S EXHIBIT 344

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC
1500 Commonwealth Building
Pittsburgh, Pa. 15222

February 25, 1970

Mr. Hugh P. Carcella, Director
District 7
United Steelworkers of America
334 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

Dear Hugh:

We attach a copy of a proposal from Lukens Steel. This is a suggested test for use in manning the continuous casting operation.

This is by no stretch of the imagination a job-related test. Under the language of the Steel agreements, a job-related test must necessarily be confined to the essential ingredients of satisfactory performance of the job in question and nothing more.

If a job does not require the ability to read, I would challenge a written test in any event, since the taking of such a test involves knowledge which is not job-related, namely the ability to read.

If an employee is being tested for his ability to perform inspection duties, the identification of certain shapes is only appropriate if the job in question requires such identification. The employee's general capacity or aptitude goes beyond any question of "job-related."

I would urge that this proposed test be rejected and our members be advised not to take such a test, because

it is a flagrant disregard of the contract requirements and that any attempt to impose such a test, directly or indirectly, be construed as a flagrant disregard of our good-faith agreement.

We will be glad to be helpful in any manner that you deem appropriate.

Sincerely,

/s/ Ben Fischer
Ben Fischer, Director
Contract Administration Department

CONTINUOUS CASTING APTITUDE TESTING PROGRAM

Prepared by: Charles T. Copeland

January 12, 1970

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PROLOGUE

In developing the ensuing program of aptitude testing for the new Lukens Continuous Casting Facility, a new, more accurate means of selecting tests was used. In order to assure more job relatedness with our testing program, an extensive analysis of all Continuous Casting Bargaining Unit positions was made. This analysis took the form of professional opinion by four experts familiar with Continuous Casting. They expressed their views on the skills, knowledge, and aptitude critical to all jobs on Continuous Casting through answers to a Position Analysis Questionnaire developed by Purdue University. On-site observations of similar positions being manned at other companies were also made by Lukens Representatives concerned with testing.

Following the Job Analysis, an exhaustive study of test publishers was was made wherein over ten major United States publishers were contacted. Personal visits between Lukens Representatives and Representatives of the test publishers were made. Over 200 tests were screened and reviewed for possible inclusion into the final test battery.

The selection of the final instruments was made on the basis of: 1) job relatedness, as measured in a comparison with the Job Analysis; 2) satisfactory test evaluation information; 3) prior experience with the instrument by Lukens personnel. Enclosed in this manual, one will find the appropriate data on most of the final test battery for the first two criteria listed above. The last criteria, prior experience with the instrument, can be summed up by mentioning that three of the instruments have been used at Lukens for over 13 years and one instrument in various forms has been in use since 1942. Obviously, the wealth of local normative information available on these instruments makes it almost

mandatory that they be included. The other instruments were chosen on the basis of publisher data and apriori professional opinion as to job relatedness and validity. Normative information will be compiled, however, before selection decisions are made based on results from these tests.

SCHEDULE AND TIME LIMITS

Fact Number	Test	Directions	Testing Time	Total
1	Inspection	6 min.	6 min.	12 min.
5	Assembly	6 min.	12 min.	18 min.
6	Scales	12 min.	16 min.	28 min.
7	Coordination	5 min. 20 sec.	2 min. 40 sec.	8 min.
8	Judgement & Comprehension	5 min.	35+ min.	40+ min.
13	Mechanics	5 min.	20 min.	25 min.
—	AVA	2 min.	10 min.	12 min.
—	Wonderlic	2 min.	12 min.	14 min.

UNION'S EXHIBIT 346

March 18, 1970

Mr. Ted W. Mathews
2901 N. Bigelow
Peoria, Illinois

Dear Ted:

Enclosed is the material that relates to the Strand Casting Testing Program that you will need to make a full and complete judgment of the tests. You will also find a copy of the contract. The section concerning testing is on Page 110. Because of space and the particular audience to whom I was writing, much of the more abstract-level statistics such as the kinds of reliability, the criteria for validation used by the publisher, and the description of the samples was deleted. I have included extra copies of the test manual for the FACT Series along with a technical supplement put out by the publisher.

The PAQ Analysis that I have included indicates the average job rating on each of the 189 dimensions for all six jobs. The procedure that was followed to obtain these average ratings on each job was similar to the system we anticipate using in the rest of our validation program. What I did on the analysis that I have enclosed is to sum up the scores for all jobs and take the mean score for each dimension. That mean score should be 3.5 or better in order to be considered significant across all jobs. Reviewing the contract language, you will see that it was necessary to have significant dimensions across all jobs in order to use one set of tests.

Ted, the Union is taking a very narrow view of the phrase "job related". They are implying that a test may not be given unless it is an actual specific behavior required on the job. The official note from Pittsburgh indi-

cates that aptitudes as such cannot be measured and cannot be used as a basis for testing. I believe the issue boils down to determining what the concept of job relatedness means.

As you know, Ted, time is of the essence for this particular program. We anticipate going before the Union for the first time on this particular subject on March 25, 1970. I feel that this particular meeting will probably be more of a fact-finding meeting in which we will determine in specific detail the position of the Union on job relatedness. However, I feel that it is extremely important that we have any weaknesses in our program identified and a program originated to find answers for these weaknesses, if any. I also anticipate drawing from textbooks, periodicals, etc., the standard scientific definition of job relatedness to present our position on this matter.

You will shortly be receiving from me a review of the discussion that we undertook relative to the entire validation program so that you and I might meet our deadlines on that project.

See you soon!

Sincerely,

CHARLES T. COPELAND
Psychological Test Administrator

CTC/kmr

Enclosures

cc: N. J. Domangue
J. A. Hall
Files

UNION'S EXHIBIT 357

March 26, 1969

Mr. R. J. Lohr, Coordinator of Training
Personnel Division
Industrial and Public Relations Dept.,
Bethlehem Steel Corporation,
Bethlehem, Pennsylvania 13016

Dear Bob:

The lateness of this note is not a measure of my appreciation for the cooperation Chuck Copeland and I got from you and Dick. Flo—my gal Friday—has been off quite a while with the Chinese crud, and slowed me down on social amenities, expense accounts, and other business essentials.

Both Chuck and I not only enjoyed our visit with you, but found it profitable. We are moving ahead on an overall program. Our first approach, partly as a strategy and a holding action, will be to try to establish the relevance of intelligence to job class. If we can successfully establish this, then we feel we will preserve the right to use intelligence tests in the future—realizing we may well run into nit picking concerning specific kinds of tests but not the theory of intelligence related to job hierarchy. We should be able to accomplish this by August 1 and use it as a show of good faith to buy additional time with which to perform specific validations in job families as yet undetermined by us. If you develop any significant break throughs that are shareable, please keep us in mind. We specifically plan to have at least one meeting with several of the smaller steel companies

in the near future. We shall keep you posted, and would like very much to have you participate if convenient.

Sincerely,

/s/ Norris J. Domangue
NORRIS J. DOMANGUE
Manager—Personnel
Administration

NJD:FL

UNION'S EXHIBIT 439

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-10989-11

Date 3-9-79

Rec'd By W. Whiteman

Name Paul J. Rice Check No. 5416

Job Dept. Clad & Comv. Div. NiClad

Employee's Statement of Grievance

I, the undersigned, contend the Company discriminated against me because of my color when they denied me the opportunity to earn premium from March 7, 1979. I ask the Company to cease and desist and to pay me all monetary losses.

/s/ Paul J. Rice Date March 8, 1979

First Step, Foreman's Answer: To 3rd Step

* * * *

3rd Step—L.U. #1165 October 9, 1979

Grievance L-10989-11—Paul J. Rice #5416, Cladding—rec. 3-9-79

"I, the undersigned, contend the Company discriminated against me because of my color when they denied me the opportunity to earn premium from March 7, 1979. I ask the Company to cease and desist and to pay me all monetary losses."

UNION POSITION: The Union contends that Mr. Rice was discriminated against and denied the opportunity to earn premium from March 7, 1979.

COMPANY POSITION: The Company stated that Mr. Rice has not been discriminated against.

DISPOSITION: The Company does not condone discrimination. If there was any discrimination, the Company agrees to take the appropriate corrective action.

UNION'S EXHIBIT 442

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-11616-11

Date 9-18-79

Rec'd By W. Whiteman

Name Paul J. Rice Check No. 5416

Job Dept. H.T. & Fin. Div. NiClad

Employee's Statement of Grievance

I, the undersigned, contend the Company violated ARTICLE XVIII—NON-DISCRIMINATION of the current Labor Agreement and using ARTICLE II—MANAGEMENT to justify it.

I ask the Company to cease and desist.

/s/ Paul J. Rice Date Sept. 14, 1979

First Step, Foreman's Answer: To 3rd Step

* * * *

January 15, 1980

[Third Step]

* * * *

Grievance L-11616-11—The Company will assign jobs on the basis of seniority and qualifications, and the employees are expected to work as assigned.

* * * *

UNION'S EXHIBIT 446

LUKENS STEEL COMPANY AND SUBSIDIARIES
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL 1165

Number L-3782

Date 3-6-68 8:30 a.m.

Rec'd By W. G. Pfaff

Name David Dantzler, Jr. Check No. 1603

Address

Job Dept. 120" Mill Div. Heating

Employee's Statement of Grievance

I, the undersigned, contend the Company gave me an unjust 2-week suspension beginning March 5, 1968. I ask to be reinstated, this mark taken off my records, and be paid all monetary losses.

/s/ David Dantzler, Jr. Date March 5, 1968

First Step, Foreman's Answer: Directly to 3rd Step.

* * * *

Grievance L-3782—David Dantzler, Jr., Check #1603, 120" Heating Sub., Rolling Dept.—Rec. 3-6-68

"I, the undersigned, contend the Company gave me an unjust 2-week suspension beginning March 5, 1968.

"I ask to be reinstated, this mark taken off my records, and be paid all monetary losses."

UNION POSITION: The Union claimed that Mr. Dantzler had a headache due to the fumes resulting from the pits being on oil. The Union noted that oil is hotter than gas and suggested that the temperature might have gotten away from Mr. Dantzler. The Union stated that the instant grievance involves the word of Mr. Dantzler against that of General Foreman Bradford.

COMPANY POSITION: The Company stated that Mr. Dantzler, #1603, has a Company service date of 6-13-44 and the following disciplinary record:

Date	Discipline	Reason
10-23-47	Written Warning	Quitting Work Early
4-10-52	Written Warning	Refused To Do Assigned Work
7-11-52	Written Warning	Warning For Not Being On Job
10-29-63	Written Warning	Sleeping On Job
10-16-65	1-Week Suspension	Sleeping On Job
3-8-68	2-Week Suspension	Incompetency or Failure To Meet Reasonable Standards Of Efficiency and Sleeping On Job

The Company noted that Mr. Dantzler's previous discipline for sleeping on the job occurred on Sundays. The Company stated that Mr. Dantzler is a good Heater when he wants to work, but he has a problem staying awake on Sundays. The Company stated that General Foreman J. Bradford had to wake Mr. Dantzler up two times on the 8-4 turn March 3, 1968. The Company stated that Mr. Dantzler failed to read Pits 1, 2, 6, 8, 14, and 15 every hour as is the prescribed procedure, and, therefore, failed to get 17 readings. The Company stated that 15 Pit read 2400° at 1:00 p.m. and Mr. Dantzler was advised by the Observer that it was working. Mr. Dantzler never cut the pit back until it read somewhere above 2600° at 2:20 p.m. The Company produced charge papers marked by the Observer and temperature charts as testimony. The Company stated that the Observer on Mr. Dantzler's turn refuses to awake

him for readings and marks the charge paper accordingly in each instance. The Company also stated that to its knowledge Mr. Dantzler is the only Heater sleeping on the job.

DISPOSITION: The Union will make a written reply to the Company within ten (10) days in accordance with the terms of the current Labor Agreement.

April 25, 1968

John E. Muhs, Assistant Manager—Labor Relations
Lukens Steel Company
Coatesville, Pa.

RE: Grievances L-3782
and BP-3774

Dear Mr. Muhs:

We, the Local Union, have made a further check on the above mentioned grievances and still feel they are justified.

We, therefore, are submitting them to the Fourth Step of the Grievance Procedure.

Very truly yours,

/s/ Michael Reach
MICHAEL REACH, Chairman
Grievance Committee

MR:ns

Grievance L-3782—David Dantzler, Jr., Check #1603, 120" Heating Sub., Rolling Dept. Rec. 3-6-68

4th Step 9-25-68

"I, the undersigned, contend the Company gave me an unjust 2-week suspension beginning March 5, 1968.

"I ask to be reinstated, this mark taken off my records, and be paid all monetary losses."

UNION POSITION: The Union stated that Mr. Dantzler was unjustly suspended for sleeping because other employees were sleeping on the same turn. The Union stated that the other employees consisted of a crane operator and an observer, but the Union could not identify these employees by name.

COMPANY POSITION: The Company stated that Mr. Dantzler has a problem staying awake on the job on Sundays. During the course of this particular turn, he was awakened twice by Mr. Bradford. The Company stated that it has no knowledge of any other employees on the same turn being found asleep. The Company stated that any crane operator in the area would have been involved with maintenance operations because the turn in question was a damp-up turn and no operating crane operators were scheduled. The Company stated that without names of particular persons, the allegations offered by the Union are extremely difficult to verify and the Company must regard them as mere allegations until the Union offers more information.

DISPOSITION: The Company will make a written reply to the Union within ten (10) days in accordance with the terms of the current Labor Agreement.

LUKENS STEEL COMPANY
Coatesville, Pennsylvania

October 8, 1968
Mr. Walter Kurkowski, Staff Rep.
United Steelworkers of America
1700 DeKalb Pike
Norristown, Pennsylvania

Grievance L-3782—David Dantzler, Jr., Check #1603, 120" Heating Sub., Rolling Dept.—Rec. 3-6-68

> "I, the undersigned, contend the Company gave me an unjust 2-week suspension beginning March 5, 1968. "I ask to be reinstated, this mark taken off my records, and be paid all monetary losses."

The Company submits herewith its answer to the above grievance which was heard in the 4th Step Grievance Meeting of September 25, 1968.

In view of Mr. Dantzler's failures to follow the prescribed working procedures for a Heater on the 8-4 turn on March 3, 1968, it is apparent that he was not available to do the work for which he is responsible. The Company believes that Mr. Bradford's report of Mr. Dantzler sleeping on the job is correct.

Mr. Dantzler has worked for the Company for 24 years. He is, however, by his failures to comply with Company rules and regulations, placing his continued employment with the Company in jeopardy and it is hoped that he is aware of this fact. It is also hoped that he will take the necessary steps to improve his record.

In conclusion, in view of the facts and Mr. Bradford's testimony, the Company believes the suspension accorded to Mr. Dantzler was justified and the grievance is denied.

If the decision of the Company in this grievance is not appealed by the Union within ten (10) days from the date of this letter (excluding Saturdays, Sundays and holidays), this grievance shall be considered closed and settled to the satisfaction of both parties.

/s/ T. J. Ryan
T. J. RYAN
Manager—Labor Relations

cc: Mr. Michael Reach

• • • •

LUKENS STEEL COMPANY
Coatesville, Pennsylvania

December 16, 1969

Mr. Eli Rock
1520 Lewis Tower Building
Philadelphia, Pa. 19102

GRIEVANCE L-3782—DANTZLER ARBITRATION HEARING ON DECEMBER 3, 1969

In the hearing on the above grievance, the Company stated it would submit a copy of the arbitration decision on Grievance L-1922, the Clifford Young case. Attached you will find a copy of this decision.

The Company would point out that in the Young case, the foreman testified that he had found both men asleep, Mr. Young and a furnace operator. In the Dantzler case, the foreman, Mr. Bradford, testified that he did not see anyone asleep on the 8-4 turn on Sunday, March 3, 1968, except Mr. Dantzler.

In the hearing, Mr. Dantzler testified that Mr. Bradford awakened him at 1:30 p.m. on Sunday, March 3, and then two other men, Messrs. Fusco and Donnell. He also stated that Mr. Bradford sent the last two named home at 1:30. This cannot be for the time cards of Messrs. Fusco and Donnell both show that these men rang out at 1:05 p.m. on March 3. Copies of the time cards are attached. Finally, the men, after leaving their jobs, probably went to the locker room, changed, perhaps showered, and then walked to the gate where they rang out at 1:05 p.m. Therefore, it could have been 20 or 30 minutes at least before 1:05 p.m. that Messrs. Fusco and Donnell were sent home by Mr. Bradford. I repeat, for emphasis, not 1:30 p.m. as Mr. Dantzler testified.

/s/ T. J. Ryan
T. J. RYAN
Manager—Labor Relations

cc: Messrs. Michael Gaspich
Lloyd Lawrence
Michael Reach

OPINION AND AWARD
GRIEVANCE NO. L-3782

In the Matter of the Arbitration between

LUKENS STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA,
Local Union No. 1165

Date of Decision: January 30, 1970

APPEARANCES

For the Company—

T. J. Ryan, Manager-Labor Relations; P. T. Scull, Assistant to Manager-Labor Relations; J. T. Taylor, Superintendent-Rolling Mill; W. Jasinsky, Supervisor-120" Rolling Mill; J. Bradford, General Foreman.

For the Union—

M. Gaspich, Staff Representative; L. Lawrence, President-Local #1165; M. Reach, Chairman-Grievance Committee; G. Barrage, Committeeman; J. Quinn, Committeeman; W. Gill, Committeeman; D. Dantzler, Grievant.

STATEMENT OF GRIEVANCE

"I, the undersigned, contend the Company gave me an unjust 2-week suspension beginning March 5, 1968. I ask to be reinstated, this mark taken off my records, and be paid all monetary losses.

"/s/ David Dantzler
March 5, 1968"

Issue

Dispute . . . with respect to 2-week suspension of David Dantzler, Jr.

Background

This grievance stems from certain incidents on the 8-4 turn on Sunday, March 3, 1968. The Company alleges that Mr. Dantzler, who is a Pit Heater, was found to be asleep at about 10:30 A.M. on the day in question by his foreman Mr. Joseph Bradford, that Bradford then sent the grievant back to his job, but that at 12:30 P.M. Bradford again found the grievant asleep. Based on the latter, plus the allegation of substantial product damage owing to the grievant's neglect of his work during and subsequent to these sleeping periods, plus his prior record, the Company imposed a 2-week suspension on the grievant for "Incompetency or Failure to Meet Reasonable Standards of Efficiency and Sleeping on Job."

The Union, in the instant arbitration, has contended that the discipline is unwarranted and should be set aside because two other employees found sleeping by foreman Bradford on the same turn were not disciplined and the grievant was therefore discriminated against. In addition, the Union argues that the Company, in the processing of this case, has improperly referred to earlier disciplines of Dantzler going back more than three years before the instant one, and that this in itself is justification for a setting aside of the grievance under a recent decision in the industry. Lastly, the Union denies the Company allegation of incompetent work and damaged products by the grievant on the day in question.

Discussion and Findings of Arbitrator

Insofar as the grievant's actual behavior on this day was concerned, and leaving aside for the moment the Union's claim of discrimination and its claim of im-

proper Company reference to earlier disciplines, I would see relatively little question that the facts as to the grievant's performance on this particular day warranted the disciplinary action taken. By almost any standard at all, the grievant's pattern of behavior on this particular day could only be viewed as far off the mark of acceptable standards.

Although there was an apparent effort to deny the sleeping charge in the earlier stages of the grievance, this effort was not pressed subsequently; and the record leaves no question but that the grievant was found asleep not only once but twice, on the same day, and within a space of approximately two or three hours. Sleeping on the job is a serious offense, the grievant's job is an important and responsible one where substantial damage can result from neglect of his duties, and he had received a one-week suspension in October, 1965, for sleeping.

Moreover, while the Union may have raised a question as to certain aspects of the incompetent work charge alleged by the Company or as to the validity of the $3,000 damage-to-product figure cited by the Company, I can find little doubt that in point of fact significant damaged work did occur in the grievant's pits on this day—a result which in itself is not surprising, considering the amount of time he spent in slumber on the day in question. It would be difficult from the pit records of that day to counter the Company's argument that the grievant had in fact permitted substantial overheating of some of the pits; and if nothing else, the notations of "washing" on several of the records, made by a bargaining unit Observer on this particular day, would lend basic support to the Company's allegations on this aspect.

Turning, now, to the Union's two basic defenses in the case, it must be observed, insofar as the argument of improper reference to earlier disciplines is concerned, that the parties' *current* contract, signed in August 1968,

does contain in Article IX, F language which is addressed to a 3-year "statute of limitations" on the use of prior disciplinary records. Moreover, as the Union has pointed out, a recent decision by the Board of Arbitration at U.S. Steel, under the statute of limitations clause in that contract, did set aside a discipline solely on the basis that the reprimand form used in the case had referred to disciplines going back more than the permissible number of years under the contract.

The difficulty with the Union's position in the present case, however, is that the instant discipline occurred under and was governed by the parties' *prior* 1965-1968 contract, and that the latter document contained no clause barring reference to prior disciplines. The Company's use of the grievant's prior record in this case was no different than the pattern it has followed in numerous other discipline cases under the contracts preceding the August 1968 one; and there was no showing of any prior grievance or arbitration decision holding that to be improper. Given the latter fact, and given the absence of any applicable contract language requiring it to do otherwise, it would appear that the approach used by the Company in the present case could not, at least under the contract applicable to this grievance, be held to be improper.

The same conclusion is also required as to the Union's other principal argument—regarding alleged discrimination. Basically, the grievant contends on this score that at the time the foreman awakened him the second time, there were also two other employees asleep in the same area, but that the foreman imposed no punishment on them. In his initial testimony on this point, the grievant stated that the foreman had awakened the other two men at about 1:30 P.M. and had told them they could go home at 2:00 P.M. Later in the hearing, the grievant stated that the foreman had awakened him at 12:30 P.M.; that when the grievant opened his eyes, he saw

the other two men asleep directly across from him in the small area involved; that the foreman, who could not help but see the other two, chose not to waken them but rather let them sleep for one or two more hours, before finally sending them home at about 1:30 or 2:00 P.M.

In answer to the above accusation, the foreman testified that he found no other employees asleep on the day in question, and he denied acting discriminatorily in favor of any other employee.

There were no other witnesses who testified on the question, and the issue is therefore one of the credibility of the two witnesses. Unfortunately, the grievant's testimony, as should be evident from the above, is not easy to accept.

His first version appears to state simply that the foreman awakened the other two at 1:30 and sent them home without punishment, with the implication being that the foreman first observed the men at that time. The second version suggests that the foreman earlier at 12:30, in full view of the grievant who was now about to be punished, not only chose not to punish the other two, but even chose to let them *continue* sleeping for another hour or two. Apart from such inconsistencies, the grievant's testimony as to the times involved and his testimony that the other two were sent home at 2:00 P.M. also cannot be supported, since the time clock for the day in question shows both of the other two men to have punched out at 1:05 P.M. (The Company indicated that they had been called in on a special overtime assignment and had gone home at the end of that task.) Inasmuch as the two men would have had to leave the work area 20-30 minutes before clocking out, the grievant's whole sequence of events, with his claim that the other two were permitted to continue sleeping from 12:30 to 1:30, is transparently unacceptable. Taking the fact, also, that the foreman chose *not* to discipline the grievant the first time he awoke him on the day in question, it seems clear

that the evidence in this case cannot support the charge of discrimination.

Apropos the decision in Grievance L-1922 by Arbitrator Crawford, which the Union submitted in the present case and with which I would have agreed, the facts there were basically different. In the Crawford case, it was established and undisputed that the foreman did find two men asleep, but that only one was punished by the Company. This is, of course, entirely different from the present case, where the evidence plainly fails to support a finding that other employees were in fact asleep or were so found to be by supervision.

For all of the reasons discussed above, it will be necessary to deny the grievance in the instant particular case.

AWARD

Grievance L-3782 is denied, and the discipline involved in the case is upheld.

/s/ Eli Rock
ELI ROCK
Arbitrator

UNITED STEELWORKERS OF AMERICA
District Seven
Suite 334 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia, Pa. 19103
Telephone LOcust 3-6826

December 12, 1977

Mr. Leon Whitfield
2944 West Judson Street
Philadelphia, Pa. 19132

Dear Brother Whitfield:

I am in receipt of your recent letter in which you request my intervention into the affairs of Local Union 1165.

On Friday, October 28, 1977, in the Malvern Sub-District Office, a meeting was held in response to your initial letters to Vice President Leon Lynch and Director James N. McGeehan. That letter contained similar accusations against your Local Union elected officials and the Staff Representative who had been assigned to service Local Union 1165. In attendance at that meeting, besides ourselves, were Brother James Brewer of Local Union 1165, Benjamin Pilotti, the President of Local Union 1165, James Brown, Vice President and Chairman of the Grievance Committee, and Staff Representatives Earl Zitarelli and Bert Hough.

After a very *lengthy and thorough discussion* of the charges brought by you and Brother Brewer, a *detailed explanation* was given to you and Brother Brewer by your elected Local Union officers who were present at that meeting. It was *clearly* established at that meeting that you, at no time, brought to the attention of Staff Representatives Zitarelli or Hough your concerns about what you believe to be improper conduct of your Local Union officers and Grievance Committeemen.

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* [Italized material was underlined by hand on original].

Before the meeting adjourned, I requested that certain allegations made by you and not explained to my satisfaction be investigated and you and I were to be made aware of the findings of such investigation. [Hasn't Been done]

I informed you and Brother Brewer of the procedure that has long been established in this District for bringing to the attention of the International Union the concerns and apprehensions of our members. [We are Following Procedure to no avail]

Representative Zitarelli assured you that he would investigate any complaint that you brought to his attention. After receiving your recent letter, I contact Representative Zitarelli to ascertain if you had followed the established procedure. He informed me that you, at no time, have tried to contact him. I, therefore, once again strongly urge that you follow the established procedure and bring your concerns to the attention of the Staff Representative who is assigned to service your Local Union. [We Try]

Trusting this letter may assist you in finding the resolution of your problems.

Personal best wishes.

Sincerely yours,

/s/ Franklin G. Mont
FRANKLIN G. MONT
Key Staff Representative

FGM:d

cc: Leon Lynch, Int'l. Vice President
James N. McGeehan, Director Dist. 7
Lloyd Lawrence, Sub-Dist. Director
Earl Zitarelli, Staff Rep.

[This is an Insult!
Leon Whitfield]

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* [Bracketed material was handwritten in original].

[We have met with our staff representative who *sympathizes* with us. I don't understand this letter with all its words, signifying nothing. Now I am asking for help. We are not afforded job security at Lukens at *present.* Anyone can see & tell you that. It's a fact we at Lukens are being dictated to. I am still appealing for help.

Deeply Confused &
Bewildered
Leon Whitfield]

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* [Bracketed material was handwritten on original].

UNION'S EXHIBIT 472

COMMISSION REPORT

August 6, 1979—9:00 A.M.

at

United Steelworkers of America
District 7 Malvern Sub-District Office
313 Great Valley Center
81 Lancaster Avenue
Malvern, Pennsylvania 19355

Local Union 1165
United Steelworkers of America
District 7
and
Case #E-1787
Election Appeal of Robert Coffey
Member of Local Union 1165
United Steelworkers of America
District 7

Chairman
John H. Reck, Staff Representative
United Steelworkers of America
District 7
200 General Lafayette Building
210 Goddard Boulevard
King of Prussia, Pa. 19406

Secretary
John C. Vogel, Staff Representative
United Steelworkers of America
District 7
1215 E. Market Street
York, Pa. 17403

Commission appointed by
Lloyd McBride, President
United Steelworkers of America
Five Gateway Center
Pittsburgh, Pa. 15222

COMMISSION REPORT

Re: Case #E-1787—Election Appeal of Robert Coffey, Local Union 1165, United Steelworkers of America, AFL-CIO-CLC, District 7

An International Commission composed of the undersigned was appointed to investigate, conduct a hearing, and issue a report on the above case. After due notice to all interested parties, the hearing was held on August 6, 1979 at 9:00 A.M. in the Malbern Sub-District Office, 313 Great Valley Center, 81 Lancaster Pike, Malvern, Pennsylvania 19355.

Members of Local Union 1165 who gave testimony were as follows:

Name	*Title*
Robert Coffey	Appellant
Benjamin Pilotti	President

The Commission advised the parties that its purpose was to conduct a full hearing, including a complete investigation of the facts, and to submit a report and recommendations to the International Executive Board Appeal Panel. The Board would then issue its decision adopting, rejecting or modifying the Commission's recommendations.

All parties were given full opportunity to call witnesses, introduce evidence, and present oral argument. On the basis of all the evidence, including our own observation of the witnesses, and considering the arguments advanced by the parties, we arrived at the following findings and recommendations.

The evidence disclosed that Local Union 1165 conducted nominations June 13, 1979 for a special election to fill Assistant Grievance Committeeman Zone 2 vacancy. Brothers Robert Coffey and Harold Yost were

nominated and ran for the position of Assistant Grievance Committeeman Zone 2. The special election was conducted July 6, 1979 from 7:00 a.m. to 7:00 p.m. at the Local Union Hall. Brother Yost received 12 votes and Brother Coffey received 2 votes. Brother Yost was declared the winner.

Section 13, Page 6, of Local Union 1165's By-Laws states:

> "No person shall be eligible to be elected as a Grievance Committeeman, or Assistant Grievance Committeeman, except in the Zone he is permanently assigned at the time of nomination."

Accordingly, we find:

Brother Harold Yost was not permanently assigned to Zone 2 at the time of the nominations. Work schedule (Form No. 64/999/718-R-7/71) indicates that Brother Yost was assigned and scheduled out of Zone 9.

Therefore, the Commission recommends that Brother Yost be ruled ineligible and Brother Robert Coffey, the only eligible candidate for Assistant Grievance Committeeman Zone 2 nominated, be declared the winner.

We recommend that the findings, recommendations and conclusions contained herein be adopted by the Executive Board of the International Union.

Respectfully submitted,

/s/ John H. Reck
JOHN H. RECK
Commission Chairman

/s/ John C. Vogel
JOHN C. VOGEL
Commission Secretary

Date 9 August 1979

UNION'S EXHIBIT 486

LUKENS STEEL COMPANY
Coatesville, Pennsylvania

June 30, 1969

Mr. Michael Reach, Chairman
Grievance Committee, Local Union #1165
United Steelworkers of America
750 Charles Street
Coatesville, Pennsylvania

NEW JOBS—CONTINUOUS CASTING

With the installation of continuous casting, new jobs will be created which can only be accurately described and evaluated after the process has reached regular operating status. In recognition of the need to man jobs to begin operation, the Company and the Union agree as follows:

1. The Company shall describe and classify the jobs it deems appropriate for the operation of continuous casting prior to extending the bargaining unit employees any opportunity to occupy such jobs. These job descriptions shall be considered tentative and shall state the usual information on the face of the description and the S.H.W.S. job class to be paid on the reverse. Since the actual factor evaluation is not needed initially, it will not be shown.

2. The tentative job descriptions shall be made final with complete factor evaluations one hundred eighty (180) days following the start of actual operations. Any difference between the final and tentative job class shall be paid retroactively. Upon the submission of final job descriptions to the Union, the language of the basic agreement shall operate. Any subsequent adjustment made in any of these jobs under a written

grievance shall be paid retroactively to the date of first occupancy.

3. The tentative jobs may be used by the Company for training purposes prior to the start of actual operations.

If the Union agrees to the above, please confirm by signing in the space provided below and return two (2) copies to us.

/s/ Michael Reach
Chairman, Grievance Committee
Local Union #1165

/s/ T. J. Ryan
Manager—Labor Relations

CONFIRMED:

Date 7-8-69

UNION'S EXHIBIT 489

Civil Rights Committee Meeting
February 17, 1971 3:00-5:00 P.M.
Industrial Relations Conference Room
Revised Minutes

Personnel Present

Company Representatives

James F. Milligan, Chairman
Herman Whiteman
William Gary
Thomas P. Scull
Leonard M. Eaton

Union Representatives

Carl Cannon, Chairman
Harry Cavuto
John H. Robinson
Alexander Musika

The meeting began with the introduction of an agenda containing two questions for discussion by Mr. Carl Cannon, the Union Chairman. A summary of the discussion which ensued follows:

The first question raised concerned the discharge case of David Dantzler, a former Heater in the 120" Mill. The Union questioned whether or not the discharge was an act of discrimination by certain executives of the company. Mr. Scull was requested to explain the Company's position with regard to the matter.

Mr. Scull gave the entire committee a synopsis of what had transpired prior to the actual discharge so that everyone would be familiar with the case. Mr. William Gary explained that Mr. Dantzler had gone to the State Human Relations Commission and the Company was awaiting the decision of the Commission as a result of the investigation which had taken place.

After much debate, Mr. Mulligan stated that the committee would table further discussion of the case to await the decision of the Human Relations Commission.

At that time the case would be reopened for discussion.

The second question posed to the Company concerned the individuals who write racial insults on the toilet walls and what the Company intends to do to eliminate the problem.

Herman Whiteman was called upon to explain the Company's position with regard to the problem. He cited a paragraph from "You and Your Job" under the heading of "Your Responsibilities" which in essence states that "Individuals who deface or mark buildings, locker rooms or any plant property with chalk, paint or any substance will be subject to disciplinary action". He further added that the Sanitation department has been instructed to remove or paint over any defaced walls or lockers that are encountered on their rounds. He gave the opinion that this type of problem has diminished somewhat within the past few years.

* * * *

UNION'S EXHIBIT 519

Dave: This was my opening statement

The case before us is the unjust discharge of David Dantzler.

The grievant David Dantzler has been an employee of Lukens Steel Co. since 1944 and in the Heating Dept. of the 120" Rolling Mills since 1955. First as a heater helper and then as a 1st class heater.

As a heater his responsibility is to operate and watch certain pits, to which he is preassigned. The pits contain various steel and alloy materials in the process of being heat treated, prior to being rolled into steel plates.

The grievant was suspended by Lukens on May 11th and then discharged on May 15th. We believe the Company fired him, *because he is involved in a suit against the Company, because of these racial discriminatory policies and not for his allege neglect of duty.*

Mr. Gill, even if we believe the Company was right on its facts—*but we do not*—we know on information & belief that other *heaters (who are white) done just what the Company* so claims the grievant did. Some have destroyed steel in great amounts and have never been discharged.

The Company claims the grievant caused a "washdown" of steel which cost them money, (wash down as I know it, is the melting of the outside of a slab or ingot, before the inside of that slab is heated through. This could happen either because of a mechanical or human error. The damages could vary).

In our investigation we found & to believe on 8-4 on May 11, 1979 the day the grievant was suspended the 8-4 heater L. Finnefrock caused a burn up. With do discipline. Also throughout the last *several years other white heaters* caused similar damages without a suspension or discharge.

1—Joe Killian

2—Richard and Tom Whiteman

The grievant was suspended on May 11th and discharged on May 15th. Based only on the claims of the Company —these were not supported at those meetings with documents. Documents we requested at the discharge hearing & again on June 26, the 4th Step Hearing. And not received until one month later. Those documents are:

1—Sequences of Hot pits

2—Heat, Gas and Pressure Charts

3—Documents related to its claim that the Company lost steel and the cost.

The background as the Union reviews this case is as follows:

The grievant was scheduled on 5/10/79—4-12 turn as a heater—120" Mill.

The grievant relief his man L. Fennefrock at 3 p.m. He was told & the charts (Sequence and gas charts indicate what was charged in all pits he was responsible for the night including #4 pit.

#3—#4—#5—#6—#14 pits had the same materials that day. A carbon steel of fairly low quality. (Common Carbon or Rockwell 22). All in slab form.

#3 was charged at 12:10 p.m.—40 tons

#4 " " " 3:00 p.m.—60 tons

#5 " " " 11 a.m.—70 tons

#6 " " " 2:05 p.m.—60 tons

#14 " " " 1:45 p.m.—45 tons

The pits containing the 60-70-tons required the same heat treatment from 2350° to 2400° for a period of 10 to 12 hours. With some variation because of the weight.

The grievant as he had stated throughout this complete case, that he had checked #4 pit at 9:55 p.m. and about 10:30 p.m. and prior to being relieved.

When he was relieved at 11:10 p.m. by Joe Cox none of those pits were ready for rolling. Mr. Cox was the oncoming heater.

On the grievants return to work on 3-11 May 11th he was summons to Supervisor Smith office & was told that he was being suspended for a wash down on #4 pit.

The grievant explained that there could not be a wash down when he was there. And that he was relieved by Joe Cox around 11 p.m. When Supervisor still insisted that he was responsible—the grievant requested the documents & proof of his doings—to no avail.

The Union has challenge the minutes of the disciplinary and 4th Step hearing. Because—

1—They did not make a through investigation by checking with Mr. Cox & other employees.

2—The Union had not proof or documents until one month after our June 26th meeting.

3—And that they use a prior discharge against him that was in 1970. Art. IX para. D states after 3 years (as we know they can use).

The grievant contends that for at least a 2 week period prior to this incident & the night of the incident he has complaint to Foreman Gainor Fuel Dept about the mechanical problems of the button not tripping. The eye was clean 5/11/79.

The Union doesn't believe that there was a wash down—if there was he could not be responsible for anything that happen after 11:10 p.m. was he was relieved by the oncoming heater.

The again the Union states that the grievant read the pits prior to being relieved. The pits were not, but should have been read after 11 p.m.

UNION'S EXHIBIT 533

Eleventh Meeting

COMPANY-UNION NEGOTIATIONS

July 9, 1968—10:00 a.m.-4:45p.m.

Industrial Relations Conference Room

Representing Company	*Representing Union*
T. J. Ryan	Walter Kurkowski
E. J. Charlton	Lloyd Lawrence
N. J. Domangue	Charles Witte
J. E. Muhs	Michael Reach
J. F. Mulligan	Anthony Fioriglio
P. T. Scull	James Brown
	Harry Cavuto
	Albert Cooper
	Nicholas DePedro
	Donald Dobson
	Benjamin Pilotti
	John Gillespie
	James Quinn
	Raymond Townsend
	Isaac Whitaker
	Richard Whiteman
	Ernest Wills
	Edward Wright

To discuss hospitalization and other related problems.

UNION COMMENT: The Union stated it feels a change to Blue Cross-Blue Shield would be of benefit to the employees. The Union stated that the Company could realize cost savings and the employees would be provided additional benefits under Blue Cross-Blue Shield. The Union stated that it is also seeking any additional changes that might come out of Pittsburgh. The Union stated that it will present more details to substantiate its proposal.

COMPANY COMMENT: The Company stated that it has accepted insurance benefits from Pittsburgh. The Company pointed out that Blue Cross had recently talked to the Company and did not reveal any particular advantage over what the Company presently has regarding coverage along these lines. The Company pointed out that it is already covered by Blue Shield on surgical benefits. The Company stated that it would like to hear personally from Blue Cross, rather than accept general statements from the Union.

The Company categorized the following zone demands still remaining on the bargaining table.

ZONE 1

1. West Side Locker Room—Negotiable item.

COMPANY COMMENT: The Company stated that this is the only item left in Zone 1.

UNION COMMENT: None.

ZONE 2

1. Furnace 63—propose adding a Heater to work with Straightening Roll Operator—grievance.

COMPANY COMMENT: The Company stated that it considers this matter of a grievable nature because it involves interpretation of existing new facility language and no language could be negotiated to solve this proposal. The Company pointed out that there is presently a grievance filed on behalf of this question.

* * * *

UNION PROPOSAL #40

COMPANY COMMENT: The Company stated that it is confused as to what the Union means by a "reasonable trial period." The Company pointed out that, regarding progression within a unit, an employee, in ef-

fect, gets a reasonable trial period and the Company fails to see a need for language under these circumstances. The Company stated that when an employee transfers across seniority lines, existing contractual language provides for a trial period of 60 days. The Company pointed out that under this language, the Company is the judge of ability and the Union can protest. The Company stated that it feels it should have the right of assuring itself that employees transferring across seniority lines are capable of performing the job. The Company stated that the Company's decision on ability has not been a major problem and yet the Union seeks to limit the Company prerogative in this area. The Company pointed out that the Union has had a right to contest the Company's decision and has not seen fit to do so, so that the Company can only assume that it has been making the correct decision. The Company emphasized that when an employee is moving out of a unit to a foreign endeavor, the Company must have the right to determine if the employee is qualified to meet the minimum standards required of that endeavor. The Company pointed out that it has been willing and continues to be willing to assist any employee who shows an interest in improving his mental capabilities. The Company pointed out that testing is a more objective method of measuring qualifications than straight seniority.

UNION COMMENT: The Union stated that it is asking for a reasonable trial period of 30 days. The Union stated that its primary concern is of qualifications required of employees requesting transfer across unit lines. The Union expressed concern about employees who do not avail themselves of the opportunity to transfer across unit lines because they fear taking a test. The Union pointed out that, particularly with minority groups, employees have not had the necessary education to pass these tests, but are physically able to perform the job.

The Union pointed out that many employees who have failed to pass the test never say anything and, therefore, this may not have been a major problem in the past. The Union stated that it feels that straight seniority should be the primary factor and pointed out that other companies have survived under a straight seniority system.

UNION'S EXHIBIT 623

MEMORANDUM OF UNDERSTANDING

This Agreement dated the 26 day of April, 1965 between Lukens Steel Company and the United Steelworkers of America, AFL-CIO shall be designated as a Memorandum of Understanding.

The changes in contract language set forth in Exhibit A and Exhibit B attached hereto constitute all the changes required to resolve the local issues in dispute and shall be incorporated in the new collective bargaining agreement and any further negotiations shall be limited to those changes in wages, benefits, and other contract terms which may be included in the settlement between the Union and the Eleven Major Basic Steel Companies.

LUKEN STEEL COMPANY

UNITED STEELWORKERS OF AMERICA, AFL-CIO

[Signatures Omitted in Printing]

* * * *

Article XXII—Non-Discrimination

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed or national origin.

/s/ B. O. Start
/s/ J. G. Ryan
4/24/65

* * * *

UNION'S EXHIBIT 627

A review of the Lukens material reveals a seemingly logical chronology of events leading to the selection of the test battery. However, an analysis of the material prepared by Charles Copeland raises many questions with respect to establishing a good case for the job relatedness of the test battery. For example:

1. Evidence is lacking as to how the Purdue PAQ was used in relating the elements of the six jobs to the tests themselves. Unless this evidence is available, it is difficult to see how the Purdue PAQ can be used as an aid in justifying the tests selected.

2. There are no position descriptions attached nor are there any definitions of the factors which the tests purport to measure. To establish the job relatedness of the battery, the "logical chain" from job to test should be delineated.

3. There are no data enclosed to support or explain the inclusion of the Wonderlic Personnel Test and the Activity Vector Analysis in the test battery.

An extremly sound case should be presented if the testing issue is to be arbitrated. Unfortunately, there are many technical inadequacies in the Lukens case which provide an opportunity for an unfavorable ruling;

1. There is no evidence of applicable validity data for the battery. The statistical evidence appears to be taken directly from the manuals for the Flanagan tests without establishing a relationship to the caster jobs.

2. There is no evidence presented to support the "cutting scores" which are proposed for use by the Company.

3. Are the tests the sole criterion of selection for the caster? If so, this would represent an over-reliance on test data.

4. The tests in the continuous caster battery are not the most recent editions. There is good reason to question the use of the Flanagan Aptitude Classification Tests (1953) when the Flanagan Industrial Test (1960) is more recent and aimed at the industrial setting.

5. Included in the program is a "Publisher Bibliography." Five of the eight references are out-of-date and there are no direct references to any of the books in the text of the program.

6. Nearly all of the data listed in the program are lifted from the test manual for the Flanagan Aptitude Classification Tests. This is misleading in that it gives the impression that more research has been done than has in fact been done.

In manning a new facility the use of tests should be considered more judiciously than in any other case. Indeed, whether or not tests should be used at all is an important consideration.

First, the Company should have the right to test, even if only for the purpose of generating data for the test development studies or future hires.

Second, the tests should be used as a "placement" tool, rather than as a screening device. Often, when test data are integrated with other data, the placement of the individual can be best for the individual as well as for the Company.

Third, the tests should be only a small part of the placement process. Other factors to be considered are: continuous service, foreman's rating, education, physical rating, interviewer's judgment, individual's safety record, etc.

UNION'S EXHIBIT 628

April 1, 1970

We are genuinely appreciative of the time and the obviously careful analysis given our Continuous Casting Aptitude Testing Program. We are sure that our program will be considerably strengthened by the incorporation of the suggestions and observations you have shared with us. We thought it, perhaps, desirable, however, to jot down some generalized but factual answers to some of the questions logically raised by your staff. This is being done as an aid to put our program in balance if it is required or would be helpful in your meeting today with the Coordinating Committee.

For purposes of identity, we are using your paragraphing and numbered points for easy cross referencing.

1. An Operating Superintendent, Supervisor, Industrial Engineer, and the Job Analyst individually scored all items of the P.A.Q. and each of the six jobs. The purpose of the P.A.Q. is to rate elements of job requirements. The commonly agreed to ratings were used to isolate the components that exist in all six jobs to an average or above average degree. Approximately 30 items out of the 189 total P.A.Q. items were significantly related to all six jobs. These 30 items identified five general job components. These 30 items were submitted to the ten leading professional test publishers for their recommendations as to applicable measuring instruments. Some 200 tests were reviewed.

2. This is essentially covered in Point #1, above. Position descriptions, naturally, do exist but were not included in the packet sent you.

3. We have considerable experience with the Wonderlic and A.V.A., and find them useful. They are not ger-

mane to the success of this particular program, however, if their presence weakens our position.

Para. 2, Point 1

True. But through the use of synthetic validity we could validate the tests on existing jobs which contain similar components to those in our proposed continuous casting jobs.

Para. 2, Point 2

No cutting scores have, in fact, been determined to date. Our program booklet states, "final test performance standards will be determined after testing has been completed."

The synthetic validity referred to above could be used as a determinant of cut-off scores along with the normative information from the group tested. We would appreciate your thoughts and recommendations on this approach.

Para. 2, Point 3

No. Other traditional indicative factors, such as foremens' ratings, attendance records, disciplinary records, company service, safety, medical records and current physical examinations are to be considered.

Para. 2, Point 4

The Fact Series (1953) has wide recognition through long use. The 1960 Series was considered, but not used since it does not appear in the Boros 6th Annual Mental Measurement Yearbook and Lukens has had no prior experience with the 1960 Series. We would welcome, however, any information about the 1960 Series which you may have and can share with us.

Para. 2, Point 5

Through an oversight, omitted "test" before "publisher's bibliography" since it is the bibliography compiled by J. Flannigan in connection with the 1953 Series; therefore, reference to the test would not have been proper.

Para. 2, Point 6

All of the data listed in the program were lifted from the test manual for the 1953 Fact Series. There was no intent to be misleading. We appreciate your raising the point, however, and will identify all data more specifically.

We look forward to meeting with your test personnel in the near future for any additional advice, guidance, and recommendations that they can offer. I am sure we will find it beneficial.

UNION'S EXHIBIT 629

Prepared for Presentation at 79th General Meeting of American Iron and Steel Institute, in New York, May 27, 1971

PERSONNEL SELECTION, TRAINING AND START-UP OF A LARGE SLAB CASTER

By

JOHN E. MUHS

Facilities and Procedures Engineer
Lukens Steel Company, Coatesville, Pa.

Synopsis

THE PEOPLE who start up and operate large equipment installations have great influence on the success of the investment. This is a description of the selection and training program which resulted in an optimum response by people to the new installation of a large slab caster. The positive results substantiate the value of thorough selection and training.

Introduction

On April 21, 1969, the Board of Directors of Lukens Steel Company authorized a capital expenditure of approximately $12 million for the installation of a large slab continuous casting machine at Coatesville, Pennsylvania. This action culminated nearly ten years of inquiry into the continuous casting process. During these years of inquiry, every slab caster on the North American and European continents was visited by various Lukens representatives. The steady growth in the variety of steel grades being continuously cast, along with the progressive enlargement of the cast cross section, reinforced Lukens' interest in this rapidly developing manufacturing process.

Lukens Steel Company manufactures heavy steel plate specialties and still adheres to bottom-pouring in the casting of ingots as a means of insuring a high-quality product. The almost obvious cost advantages of continuous casting over bottom pouring were, for a long time, offset by the many questions concerning internal quality of large continuously cast cross sections. This paradox served as a challenge to Lukens' people as each investigation yielded some answers and, in many cases, more questions. In the course of this inquiry, over 1500 tons of continuously cast slabs were purchased and tests were conducted both before and after these slabs were rolled into plates.

As Lukens' fund of knowledge increased relative to the technicalities of the continuous casting process, the importance of the human element in the operation of the process grew as well. Our helpful friends throughout the industry often expressed divergent views except on one point: That the care taken in the selection, training and start-up conduct of the people who will operate the strand casting process is directly related to the ultimate success of the operation. One person who was closely associated with the start-up and operation of a billet caster and a slab caster observed that "each dime spent on personnel selection, training and start-up will return a dollar at full operation".

Following the initial approval in April 1969, groundbreaking took place in July 1969. The construction schedule was compressed into 18 months and the essential mechanical components were scheduled to be available for use in the final training of personnel at the end of 18 months. If this construction schedule could be met successfully, the installation of Lukens' strand casting machine would be accomplished more rapidly than any equivalent installation anywhere.

With full realization that the quality of the operators would have a great bearing on the eventual success of

strand casting and the limited span of time available to accomplish the selection and training of personnel, the activities with respect to the "people" considerations for strand casting began within days of the Board of Directors' authorization. Early in May 1969, a committee was formed to plan and execute the selection and training of people for the jobs to be created by the strand casting installation. This committee consisted of: two members from the Manufacturing Organization, one member from Wage and Salary Administration, one from Training and Development, one from Employment, one from Labor Relations. These six men began immediately toward a goal of recruiting and developing a team of men who would operate our new strand casting installation successfully.

* * * *

The selection factors or determinants for the 106 candidates were compiled and analyzed as follows:

Discipline—At Lukens, if an employee does not experience any formal disciplinary action for a period of three years (exclusive of layoff, sickness, or leave of absence), he is considered to have a clean record; therefore, only the three calendar years prior to 1970 were reviewed. The records of the 106 candidates revealed a variation that ranged from entirely clean records to a few records containing one or more suspensions for conduct of a serious nature. After careful deliberation, marginal and unacceptable designations were made. The numbers were such that far fewer employees were unacceptable than one would expect under strict adherence to the "normal" curve.

Attendance—Again, the three previous calendar years were reviewed and the number of days of absence per year, regardless of cause, was analyzed. Ninety percent of the employees did not exceed 30 days of absence per year in any of the three years and were considered acceptable. Those with 30 days or more absence in one of

the three years were considered marginal, and those with 30 days or more of absence in two or more years were considered unacceptable. The resulting unacceptables were substantially less than if the "normal" had been followed rigidly.

Physical Examination—Each candidate was examined by a licensed M.D. and an examiner who administered standard eye and ear acuity tests. A history of, or a finding on examination, of certain conditions in the following areas was cause for rejection:

1. Disease of the eye and/or ear.
2. Respiratory, cardiovascular, gastro-intestinal or genito-urinary diseases.
3. Disease of the central nervous system.
4. Musculoskeletal defect or disease.
5. Psychiatric disease.
6. Miscellaneous conditions such as high sensitivity to temperature extremes, extreme sensitivity to noise, and herniae of any kind.

The basic object was to insure the inclusion of men with the necessary levels of sight, hearing, reflexes, agility and general good health.

Safety Record—In order to obtain some degree of variability, it was necessary to examine each candidate's complete Company record. The results of this review showed a variation ranging from clear records through those indicating property damage involvement to those showing both non-disabling and disabling personal injury experience. Again, thorough judgment was employed to scale these data to arrive at categories of acceptable, marginal and unacceptable. Our overall knowledge of Company safety statistics made us aware that we were not dealing with a "normal" group with respect to safety and the

number of candidates in each category were far better than if normality had been forced on the group.

Supervisors' Description Form—A Personnel Description check list was used by foremen to indicate the kinds of work-related behaviors exhibited by individual candidates in their present occupation. These attributes were compared statistically with the behavioral activity requirements common to all strand casting jobs. From this comparison, each candidate was rated on how well his profile fit the standard profile necessary for strand casting. Better than half of the group possessed a clear majority of the kinds of job-related behavior required. This was a crucial point in the selection program: If this step had indicated only a few candidates possessing the needed attributes, we would be faced with the possibility of employing less-than-qualified workers. Our beginning assumption, that more than a sufficient number of qualified people were present, was borne out by this step of the program. Once more, the guideline of one standard deviation helped in determining the natural gap in ratings which served as the demarcation between marginal and unacceptable ratings.

Tests—A multiple regression analysis was performed on all test scores yielding a weighted composite test score for each candidate. In this process, four of the seven tests administered indicated no significant weight. Those test results were set aside and only the results of a hand-eye coordination test, a visual differentiation test, and a scale reading test remained in the composite score. Generally, those candidates above the mean for the group were designated as acceptable and judgment was exercised in selecting the demarcation between marginal and unacceptable candidates.

* * * *

UNION'S EXHIBIT 634

LUKENS STEEL COMPANY
UNITED STEELWORKERS OF AMERICA
C.I.O., LOCAL #1165

Number L-11920-5

Date 2-7-80

Rec'd By [Illegible]

Name Gerald A. Boots Check No. 7733

Job ——— Dept. M&F Div. Blacksmith Shop

Employee's Statement of Grievance

I, the undersigned, contend the Company in the person of Foreman Walt Edwards of M&F Blacksmith Shop is discriminating against me on testing in the M&F Blacksmith Shop by comparing my test results with the results of another employee who took the test. I ask the Company to cease and desist, pay me all monetary losses and correct this situation immediately.

/s/ Gerald A. Boots
Date Feb. 5, 1980

First Step, Foreman's Answer:

G. Boots was given a sketch to test for "A" Blacksmith. Work did not comply with sketch #7.

Settled No Appealed to Next Step Yes

/s/ [Illegible] /s/ [Illegible] Date [Illegible]

* * * *

Second Step

Settled No Appealed to Next Step [Illegible]

/s/ George Barrage

* * * *

3rd Step—L.U. #1165 March 10, 1980

Grievance L-11920-5—Gerald A. Boots #7733, Smith Shop—rec. 2-6-80

I, the undersigned, contend the Company in the person of Foreman Walt Edwards of M & F Blacksmith Shop is discriminating against me on testing in the M & F Blacksmith Shop by comparing my test results with the results of another employee who took the test. I ask the Company to cease and desist, pay me all monetary losses and correct this situation immediately.

UNION POSITION: The Union contended first that the sketch did not show tolerances and was therefore unfair. The Union also contended that Mr. Boots had not been given proper amounts of time to learn the skills necessary to pass the test. The Union also contended that clevis' are not a prime part of the blacksmith's job. The Union said that Mr. A. Reid also took the same test and that his piece was not exactly as described by the test sketch yet he was passed.

COMPANY POSITION: The test referred to in the instant grievance is the test to move from Blacksmith "B" to Blacksmith "A". The sketch and instructions are attached. The Company states that there was no secret as to what this test was and that Mr. Boots had been around clevis' enough to be able to ask any questions he needed to ask. The test is job related and is reviewed by the foreman. In Mr. Boots' case there were many small errors which in total made the piece unacceptable. This policy is not inconsistant with the testing process

previously used in the blacksmith shop. It has always been the foremans evaluation of the employees performance which determined advancement in the blacksmith's shop.

DISPOSITION: Since the instant 3rd Step Meeting, the Company has made a further review of the facts involved in this case and must continue to deny the request of the Union.

UNION'S EXHIBIT 655

UNITED STEELWORKS OF AMERICA
CIVIL RIGHTS COMPLAINT FORM

Local Union #1165 District #7

Check or Badge # 6730 Date Aug. 18, 1979

Name of Complainant(s) Kennett Young

Address 5711 Meadow Lake Drive Tel. # 269-7866
Downingtown, Pa. 19335

/s/ Kennett F. Young

NATURE OF COMPLAINT

Denied equal opportunity to work overtime on this bidded job.

RELIEF REQUESTED

to be made whole

This alleged discrimination was based on (check):

Race ☒ Color ☐ Religion ☐ National Origin ☐
Sex ☐ Age ☐

* * * *

CIVIL RIGHTS COMMITTEE MEETING
September 21, 1979
Employment Conference Room

Representing Company	*Representing Union*
N. J. Thompson	Thomas James
D. R. Copeland	Benjamin Pilotti
	Allen Mowday
	Richard Jacks

Mr. Newton Thompson reported on progress on Grievance L-10426-5 involving a charge of discrimination by Mr. Kenneth T. Young. Mr. Thompson presented statistics on overtime for Mr. Young for the year 1979. Mr. Thompson pointed out that these statistics showed no discrimination. Mr. Thompson further stated that he and Mr. Thomas James had met with Mr. Kenneth Young and discussed this matter with him. Mr. Thompson reported, and Mr. James concurred, that Mr. Young was satisfied with this investigation and found the finding satisfactory. It was agreed that 1979 showed no discrimination and that prior history in this matter was resolved satisfactorily. Mr. James stated that Mr. Thompson had done a fine job in this joint investigation.

Mr. Pilotti stated he had received a verbal complaint from Mr. Sam Clark. The complaint centered around scheduling discrimination. Because of prior complaints by Mr. Clark, it was agreed that Messrs. Thompson and James would investigate this complaint and report during the next Civil Rights Committee Meeting.

/s/ D. R. Copeland
D. R. COPELAND, Asst. Manager
Labor Relations

[distribution list omitted in printing]

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 1165
AFL-CIO-CLC

September 24, 1979

Mr. Frank Mont, Chairman
International Committee on Civil Rights
United Steelworkers of America
5 Gateway Center
Pittsburgh, Pa. 15222

RE: Civil Rights Complaint
Kenneth T. Young
Dated August 11, 1979

Dear Mr. Mont:

A joint meeting between Mr. N. J. Thompson, member-Civil Rights Committee for Lukens Steel Company, Thomas E. James, Chairman-Civil Rights Committee for Local Union #1165 and Kenneth T. Young was held September 20, 1979 to address Grievance L-10426-5 and Civil Rights Complaint contained herein.

A discussion of the Complaint was aired and it was agreed by the parties that the solution to the problem has been implemented, and the Company agreed to make a random check to see that the problem does not occur again.

/s/ Thomas E. James
THOMAS E. JAMES, Chairman
Civil Rights Committee

[distribution listed omitted in printing]

UNION'S EXHIBIT 661

UNITED STEELWORKERS OF AMERICA
District Seven
Suite 334 Suburban Station Building
Philadelphia 3, Pa.

April 15, 1964

To All District 7 Local Unions
United Steelworkers of America

Dear Sir and Brother:

The Annual District 7 Washington Legislative Conference will be held on June 10th and 11th, 1964 at the International Inn, Thomas Circle, 14th and M Streets, N.W., Washington, D.C. The sessions will commence at 8:30 A.M., each day.

This annual conference furnishes a vital service to the membership by providing an opportunity for the Local Representatives to become familiar with, and participate in, the legislative processes of our Federal Government, and an opportunity to express our viewpoint on major legislative issues to our Senators and Congressmen. We are quite proud of the fact that our delegations have been continually commended for their knowledge of the issues, and their factual agreements in favor of legislation designed to promote the interest of our members or against legislation detrimental to our members interest.

The conference will include breakfast at 8:30 A.M., cocktails at 6:30 P.M. and dinner at 7:00 P.M. on the 10th, and breakfast at 8:30 A.M. on the 11th. A registration fee of $12.00 per delegate is required to help meet the cost of the above functions and the conference. Checks are to be made payable to District 7 Legislative Committee of Pennsylvania and mailed along with the attached form to the District Office.

The International Inn, one of Washington's newest, has agreed to charge $13.00 single and $17.00 double or twin with no charge for parking. *Hotel accommodations are difficult to obtain at this time of the year in Washington, and we suggest that delegates immediately after their selection make their reservations on the cards enclosed for that purpose. Please note the Inn will not accept reservations after June 2, 1964 and that no rooms will be held for arrival later than 11:00 P.M. without a prior payment of one night's rent.*

We urge all Local Unions to take advantage of this educational endeavor by being represented at this important conference. The number and selection of delegates is entirely a Local Union matter. However, we suggest you consider sending at least the Chairman of the Legislative Committee and Political Action Committee.

Looking forward to greeting your delegates at the conference,

Fraternally yours,

/s/ Hugh Carcella
HUGH CARCELLA, Director
District No. 7

[expense disbursement records omitted in printing]

UNION'S EXHIBIT 664

Albert Cooper

1950-54	Trustee
1954-58	President
	Committeeman, zone 2
1958-62	Committeeman, zone 2
1962-73	Financial Secretary
	Assistant Committeeman, zone 2
1973-75	Committeeman, zone 2
1975-79	Financial Secretary
	Committeeman, zone 2
1979-present	Financial Secretary
	Assistant Committeeman, zone 2

UNION'S EXHIBIT 702

GRIEVANCES OF INDIVIDUALS APPEALED TO ARBITRATION

	Total Number of Grievances Appealed	Whites/(% of Total)	Blacks/(% of Total)
June 1967-June 1973	39	20/(51.3)	19/(48.7)
June 1973-December 1979	47	24/(51.1)	23/(48.9)
TOTAL FOR: June 1967-December 1979	86	44/(51.2)	42/(48.8)

UNION'S EXHIBIT 703

OUTCOME OF GRIEVANCES APPEALED TO ARBITRATION

	Whites			Blacks			Total		
	Granted Whole or In Part	Denied	% Grievances Granted	Granted Whole or In Part	Denied	% Grievances Granted	Granted Whole or In Part	Denied	% Grievances Granted
6/67-6/73	5	15	25	11	8	57.9	16	23	41.0
6/73-12/79	9	15	37.5	15	8	65.2	24	23	51.1
Total for:									
6/67-12/79	14	30	31.8	26	16	61.4	40	46	46.5
6/67-6/73	5	15	25	11	8	57.9	16	23	41.0
6/73-12/79	9	15	37.5	15	8	65.2	24	23	51.1
Total for:									
6/67-12/79	14	30	31.8	26	16	61.4	40	46	46.5

UNION'S EXHIBIT 706

BLACK GRIEVANCE COMMITTEEMEN AND ASSISTANT GRIEVANCE COMMITTEEMEN

June, 1967 to June, 1970

COMMITTEEMEN:	Isaac Whittaker
ASSISTANTS:	Carl Cannon
	James Brown
	Therman Gaines
	James Pinkney 9/68 to 10/68

June, 1970 to June, 1973

COMMITTEEMEN:	Carl Cannon
	James Brown
ASSISTANTS:	Richard Jacks
	John Robinson

June, 1973 to April, 1976

COMMITTEEMEN:	Carl Cannon 6/73 to 6/74
	James Brown
	Ben Elliott 3/75 to 4/76
	Therman Gaines 6/75 to 4/76
ASSISTANTS:	John Robinson 6/73 to 9/74
	Ben Elliott 9/74 to 3/75
	Al Carey 3/75 to 4/75
	Therman Gaines 6/73 to 6/75
	Thomas James 6/75 to 4/76
	Oscar Garland 4/75 to 4/76
	Edward Mayo 3/75 to 4/75, 9/75 to 4/76

April, 1976 to April, 1979

COMMITTEEMEN:	Richard Jacks
	James Brown
	Ben Elliott
	Thomas James
ASSISTANTS:	Therman Gaines
	George Havelow, 7/76 to 4/79

April, 1979 to date

COMMITTEEMEN: James Brown, 4/79 to 7/79
Ben Elliott, 8/79 to 10/79
Thomas James
Therman Gaines, 10/79 to date

ASSISTANTS: Leon Whitfield, 4/79 to 10/79
Ben Elliott, 10/79 to date
Therman Gaines, 4/79 to 10/79

UNION'S EXHIBIT 750

STATEMENT OF BEN FISCHER

As an official of the International Union, I participated in each round of negotiations with the steel industry since 1959. I am familiar with the documents issued and used by the union in negotiations during that period.

1. Each of the exhibits listed below is a correct copy of a document that was formulated and issued by the International Union Wage Policy Committee, as an official statement of the International Union on the goals to be sought in collective bargaining with the steel industry in the years specified:

> Pages 315-320 of U-157 constitute the official statement of the Wage Policy Committee dated April 30-May 1, 1959.

* * * *

2. Pages 293-314 of U-157 constitute a statement of the bargaining proposals advanced by the International Union in negotiations with the basic steel industry in 1959.

* * * *

In 1974 and in 1977 the Basic Steel Industry Conference issued an official statement of bargaining goals for the Basic Steel Industry. U-231 is the 1974 statement; U-232 is the 1977 statement.

3. Each of the exhibits listed below is a correct copy of the International Union's staff working papers which contain statements of the Union's bargaining objectives. They were prepared for use in negotiations with the Basic Steel Industry in 1974:

> U-235 is a discussion paper for contract issues of importance at the company level;

* * * *

4. Each of the exhibits listed below is a correct copy of an official document written and issued by a committee or subcommittee formed, pursuant to negotiations, of representatives of the International Union and representatives of the steel industry. The statements of Industry and Union positions in these documents reflect the parties' actual bargaining positions on the issues they cover.

* * * *

U-135 is the joint report of the Contract Review Subcommittee to the Human Relations Committee, dated December 8, 1964.

U-143 is the report of the Joint Testing Task Force, which performed the study that was agreed upon in the 1965 negotiations (see page 71 of U-136).

* * * *

9. U-158 is a document which contains actual proposals made by the International Union to the Human Relations Research Committee during the 1962 negotiations. In the 1962 negotiations that Committee was the primary forum for negotiation of contract issues in the Steel Industry.

* * * *

12. Each of the following exhibits consists of excerpts from the Industry-level master agreement (or from the "Blue Book" which is drawn up to translate the master agreement into the U.S. Steel contract language for use as a model for changes in other companies' agreements) for the years noted:

* * * *

U-138 consists of excerpts from the 1968 Blue Book;

* * * *

13. Each of the following exhibits is a memorandum prepared by myself or members of my staff under my direction in connection with work done by Joint Industry-Union Committees in the years and on the subject noted below:

* * * *

U-144 was prepared in 1967 and was presented to the Industry in the 1968 negotiations on the subject of testing;

U-145 was prepared in 1967 in connection with the 1968 negotiations on the subjects of testing and apprenticeship.

14. Each of the following exhibits consists of contemporaneous minutes or memoranda of meetings between representatives of the Union and representatives of the Industry in the years and on the subjects noted below:

* * * *

U-140 is a memorandum reporting the work of the Human Relations Training Subcommittee, as of June 1964;

U-146 consists of minutes of the General Contract Review Committee, in 1968, on the subject of testing;

U-151 consists of minutes of several meetings of the Joint Industry-Union Committee on Apprenticeship in 1966, and related memoranda. This committee was formed to conduct the study agreed upon in the 1965 negotiations.

* * * *

Throughout this statement, the term "the industry" refers to the Basic Steel Industry Coordinating Committee (or its equivalent in a particular year), which consists of the largest basic steel companies. Negotiations with the Coordinating Committee set the patterns for bargaining with smaller companies in the industry.

/s/

BEN FISCHER

Dated: April 28, 1980

UNION'S EXHIBIT 767

NEWS RELEASE

Rayfield Mooty
1627 S. Central Park
Chicago, Illinois 60623

At a National Ad Hoc Committee meeting held at the Holiday Inn, Philadelphia, Pennsylvania, on January 18 and January 19, 1969, endorsements were given to candidates seeking international offices of the United Steelworkers of America.

Mr. I. W. Abel, Mr. Joseph P. Molony and Mr. Walter J. Burke were endorsed for the offices of President, Vice-President and Secretary-Treasurer respectively. Mr. Nathaniel Lee, Mr. Steven Caruso and Mr. Lawrence Hogan were endorsed for the position of International Tellers.

The Ad Hoc Committee feels that it must support the policies of the incumbent International officers and is committed to do everything in its power to insure their re-election. Because of his involvement and committment to the civil rights movement, the Ad Hoc Committee feels that President Abel best demonstrates the qualities which are compatible to the interests of the minority groups. Since becoming president of the United Steelworkers of America, President Abel has made it possible that Black employees on the International level be doubled with the integration of departments that have never had Black employees since the creation of USWA.

In reviewing the events of President Abel's past term of office, many gains are evident. These include revolutionary improvements in the areas of apprenticeship training, new concepts in seniority guaranteeing employment opportunities to all, inter/inner plant transfers enabling Negroes to move into areas which were formerly closed to them, more involvement in hiring prac-

tices, meaningful civil rights mechanisms between the parties (there is contractual recognition of local union civil rights committees) etc.

Because of the basic goals and objectives of the AD Hoc Committee, we are endorsing the candidacy of Mr. Leander Simms for Director of District 8, USWA. High priority has been given to having a Black person in a policy making position and the Ad Hoc Committee feels that the election of Mr. Simms is a means in which this might be accomplished.

UNIONS' EXHIBIT 1000

Oral Deposition of VERNON R. GREENLEE, taken pursuant to notice at the United Steelworkers Union Hall, 750 Charles Street, Coatesville, Pennsylvania on Wednesday, November 14, 1979, beginning at 9:44 a.m., E.S.T.

* * * *

[2] VERNON R. GREENLEE, after having been first duly sworn, was examined and testified as follows:

* * * *

[3] Q Good. Mr. Greenlee, the company's records indicate that you were hired at Lukens in 1923; is that correct?

A Correct.

Q And that you first worked in a General Labor Gang or Subdivision.

A Yes.

Q Then on the Open Hearth Floor; is that correct?

A Yes.

Q And then in the Open Hearth Pits where you worked [4] until you retired?

A That's right.

Q And that you retired in 1964?

A Right.

* * * *

[12] Q Do you recall whether in the course of the Steelworkers Organizing Drive whether there was any discussion of the question of company discrimination against black employees? That is whether the company had discriminated or whether the union hoped to be able to do anything about that.

A It wouldn't come up too much in the old days because we knew and I knew before I come here that among blacks [13] it was really in your Country and in your law. You see, we knew that we couldn't, we would get a job and money but we knew that we wasn't going to get what the others did because during that time we

had a meeting in Lancaster, whites and colored, and it was brought out. And some of the union fellows, one of the colored professors from the Howard [phonetic] University, that the Constitution wasn't even thought about or wrote about to protect the Negro. Because I was born in Maryland but even in Pennsylvania I worked for George W. Miller but we didn't set at the same table. So I was brought up that way and when I came here I didn't go in the same restaurants. I was brought up that way. We wasn't looking to take over, we couldn't do it. And the union knew that. Because in the '40s, during the war, we had a case probably you saw through there some back money came to the Pitmen and that I was one black of the eight or nine or ten white that was down on the Stabilization Board, the War Labor Board in Washington there. They could go and eat and the company offered me five dollars to get some transportation to go out to eat. And he said "Sorry, but what can we do, we'll get locked up." Roy Widdoes [phonetic] said that. So that was the landlord then. And when I got back, they had been in session for [14] over an hour or more. They brought me up to date—"Did you have a nice meal," or something like that. I remember that.

Mike Reach, all of us went. We were talking about that before how things change. So the union couldn't say much about that.

* * * *

[22] Q Do you recall handling any grievances of black employees that involved what appeared to be race discrimination by the company?

A I handled the Matthews case which was the first black to go in the Cranes.

Q Was that Otis Matthews?

[23] A Yes.

Q What was the nature of that grievance?

A The employees, the company assigned them there to go to work. And the Crane Runners, when he [Mat-

thews] got up in the crane, they didn't run the crane and he had to come down. The man called him down. He said "Come down out of the crane."

Q So the other Crane Runners stopped work in protest of him having been put up in the cranes?

A Yes.

Q What department was this in?

A Plant 4.

* * * *

BY MS. CLARK:

Q I gather that Mr. Matthews had the seniority to get [24] that job?

A Yes. I don't think he was bumping anyone. I think it was an opening.

Q How was it that this problem came to your attention, if you remember?

A I happened to be in the Union Hall when he came up and he told me about it. So we worked a little different from—of course that doesn't concern you—we worked different than the way they do now. I called in to Philadelphia.

Q Do you recall who it was you called in Philadelphia?

A I called in to Philadelphia when it happened, to the union I called. And they said they would be out the next morning at ten o'clock. The President, I think, was out of town and she left word that the meeting was scheduled.

I got hold of the company that we were to have a meeting next morning at ten o'clock.

Q Now, what office did you hold at that time?

A I think I was Chairman of the Grievance Committee.

Q Do you recall who it was that came in from Philadelphia for the union?

A No, I don't. I was thinking afterwards I don't know which man came.

[25] Q Was it the Staff Representative or would it have been somebody else?

A I think it was the Staff Representative.

Q Do you recall what happened at that meeting with the company?

A Well, they agreed to fire those that refused to work. The union and company agreed to it and both signed it and the Superintendent posted it and they sent him [Matthews] back in the crand the next morning and everybody worked. I didn't go down in the plant.

* * * *

[26] Q Were there any other grievances or complaints of employees that you recall taking care of where there was some question of company discrimination?

A Lots others. I would pick out some that didn't amount to a whole lot. One was getting the blacks into the cranes. Although when I came here, it was a black in the engineer.

Q Do you remember his name?

A He had his foot cut off. I can't think, it may come to me. He got his foot cut off on the track, on the Conductors or something. And they put him up in the Engine and into the Locomotive Shop. It wasn't crane, it was Locomotive. And they put him up in there but when he died—he was up there four or five years—and there weren't no more that went up.

[27] Q Into the Locomotive Shop?

A Yes. It was more coming in on the subdivision in this and that.

Q Was there any effort then made subsequently to open the Locomotive job to other blacks?

A Well, maybe it were, I don't know. But I do know that I handled the case for three or four of them—Jesse Gaines and Gus Moore, Ed Green. They all went off at one time from conducting up to run Engine and I handled their case. I don't know everything about it but I know I was the one doing that, that we did put them back in there and put the seniority that they would get the Conductor off the track. And then the Conductor would go up in the Engineers. But that was Arbitration ruling.

Q Now, at that time were the men working in the Conductor's Subdivision mostly black or white?

A Mostly black.

Q And the Engineers?

A White, mostly.

Q And you say there was an Arbitration ruling that provided for the Conductors to move up into the Engineer's job?

A Yes, the company should have records of that.

[28] Q Were there any other similar incidents that you know of where there were efforts in getting a black into jobs that the company seemed to be excluding blacks from?

A Well, I don't remember too many that amounted to a whole lot as Arbitrations. After we had gotten them into the cranes, after we had gotten them into the Engineers in my time. I do recall the trouble that they went through with the Bricklayers but I was on my way out and sick leave. But the union, I know when they put the first black Bricklayer in there but it wasn't me that handled that matter.

Q Do you recall who that first black Bricklayer was?

A James.

Q Jerry James?

A Yes.

Q Are you familiar with what it was the union did in order to help him get that job?

A I don't recall whether it was an Arbitration or whether it was just discussion. But I do know I think they went to the top and somehow or another through the regulations. I don't know if it was Arbitration because I wasn't handling it. It was started but then I wasn't the one that finished it.

* * * *

[30] Q Did you ever hear any other black employees saying that they believed the union didn't do as well for black employees as for white employees?

A I never got that but you see my handling was back when blacks kind of knew they didn't have much to go

and come on. Because you see I was handling way before the Civil Rights and Negro rights and all that came through. We didn't have them in Court when I was handling it. And in Washington it's only been after that that you could eat. Because I came out of Maryland and used to drive back and forwards to Maryland in one place. And I think it was in '68 before I saw blacks parked around that place to eat. But since that time why I guess [31] everything must have changed. Just how fast the company recognized it and all, I don't know, because I was out.

The last work I done in the union was in the '50s and we was dealing with the company in the '50s.

* * * *

[35] Q After the job evaluation system?

A Yes, that was somewhere around '47, '48, around when we got into it. US Steel started the year before. And we went over all jobs to evaluate them. Some got a raise and some got a decrease in pay if your job was too high. I was in on that. And the reason I know a little something about it, that my job got a little raise, went to Class 16. That's the reason I could remember that.

And some jobs around the plant, that's not in your record and I suppose you wouldn't put it in, but I am just saying this. The job evaluation was a good thing, I think it helped the blacks considerably.

[36] Q Prior to that was there any kind of job classification system at Lukens, anything like a job designated as Class 1 or 2?

A Well, they had a different system of what they would pay for First, Second, Third and Fourth man. And so it wasn't active as a job evaluation. I think you are familiar with a job evaluation, the fact that it was health and physical ability and all like that, which gives you the points. And that's what they had and that's what they do everywhere now. I don't think the Government had any until US Steel got them.

Q In what way was it that that system helped the blacks considerably at Lukens?

A Well, pulled up a lot of jobs.

Q Raised the job class, raised the wages?

A Pulled up a lot of jobs. And it would help a lot of others besides blacks, but more blacks in low job classifications than whites. And naturally they would come up higher, especially like the Track, they got a raise.

Q The Track Gang?

A Yes, they got higher.

* * * *

[49] A Well, yes, I can recall when we . . . I would put it this way. I can recall when we had no wash rooms. We had a locker and we had towels and soap and a bucket on the platform. And you went to a certain place to get hot water. And I don't think at that time it was any segregation because most of the toilets was just outside when I went there. It might have been one around before somewhere in the office but people wouldn't go into that. The Laborers and all had the outside toilets. Of course I know you all don't know nothing about it.

* * * *

THE WITNESS: But when they did put them in, it was some discrimination there although it was where you went, they were built practically the same.

BY MS. CLARK:

Q Do you recall when it was that they built those and set them up?

A In the '30s. It might have started some in the late '20s. I guess in the late '20s they started to fixing up toilets and going along wash houses, we used to call them. [50] And this and that. But then they had separate for quite a while.

Q Now, do you know of any time after the union came in that the union discussed with the company the question whether the wash rooms should be integrated?

A I don't know of any time. I don't know that the wash rooms were brought up. I remember when they built the wash rooms but I don't think the wash rooms was ever questioned.

Q Do you recall any discussions among union officers or at union meetings about the segregation of the wash rooms and whether they should be integrated?

A No, I will say this. In the Open Hearth Pits it was segregated and in the Open Hearth in the Yard they were not because colored and white went to the same one.

* * * *

[52] Q Did you ever hear any union officers stating a personal opinion that the locker rooms should remain segregated or opposing the idea of integregating wash rooms?

A Never brought up, not around the Open Hearth. When we had a strike, that's when they would assemble, and both sides would talk and talk and we didn't know which was which because there was no signs up there. But otherwise, back in those days I don't think the colored was concerned much because everyone else was segregated. And naturally it was some segregation in Lukens, sure, because everywhere else was.

We didn't eat out, we was brought up that way. And so it changed step by step until as it is.

* * * *

[68] Q During the time that you were active in the union, do you know of any time when a black employee may have come to the union complaining that he was being [69] discriminated against by the company and the union refused to give him any help or failed to give him any help?

A I don't recall that. They would offer their assistance. Now, it may not be as he thought it should be and again it might have been. He might have gained something by it. But I am quite sure that he would get help from somebody in and around the union.

* * * *

[107] Q In the discussion of those local issues in any of the negotiations where you were present, do you remember anybody from the company or the unions' side [108] talking about the equal rights of black employees at Lukens?

A Not too much because we didn't know anything about equal rights until we were played up all over the Country. You see, we might have come in in other words putting it around. It wasn't equal rights back in the '50s.

Q Do you remember in any of the negotiations, do you remember any local issue that was ever discussed that was concerned mainly with race? I know you said that you wouldn't discuss race in negotiations generally. Do you remember anything—

A Not when they were trying to get them back off the street. We would be trying to get them back off the strike or the issue we went out for for more money and that would include everybody and they wouldn't take time—when the strike was out there at General Motors and all, they wouldn't bring in no racial issues. They would do whatever they could to get them back off the street and what was left would be left to negotiate after you got them back to work. I guess you noticed that. The main thing was getting them back to work and getting the plant rolling. And the main thing we wanted was to get our paycheck rolling.

[109] Q Do you remember in any of the negotiations when you were present anybody saying they were for or against something that was being discussed because it was not fair to blacks?

A No. The only thing that I could stand on or say is that it was no different here from anywhere else back in those days that blacks didn't get a fair shake on all the jobs. They didn't in the schools, they didn't in the Army. They had that slaughter there in Italy of all blacks and it happened to be that I knew him in person, Colonel Queen [phonetic] and they took him out and put another man back ahead of him. I knew him personally

from Washington. His summer home was up here in Parkesburg. But it was segregated, segregation, all blacks. And so we had it here right during the war all up and everywhere else. And the company, no question about it, I don't think they would even say it wasn't segregation through all that, that far back. And we had to deal with it. But after the Civil Rights, it was a different law. Then I wasn't in the union.

* * * *

[118] Well, let me ask you this. If they were not union people, why did the union have to sign a contract with the company to get Otis Matthews into the crane?

A Well, the company, they wasn't all union men—some were. And the company had put him up there. And they wanted to pull us in to help fight that battle so that we wouldn't file any grievance on any of them.

Q So the agreement that the union signed covered those employees who came down who were union members?

A Covered them all if they didn't work there that they would be fired.

Q But what I am getting at is what was it the union agreed to? Did the union say "If you fire the union members who come down, then we won't file a grievance because we agree with you that they ought to stay up there?"

A We agreed that whoever would be in there would be fired if they didn't work. That's what the man stated to them right from Philadelphia. He said that it was wrong, the union didn't operate that way and the other men would be fired and nobody protested, because we don't operate that way.

* * * *

Defendant Unions' Proposed Findings of Fact

[Filed in district court after trial; title omitted in printing]

* * * *

118. Consistent with this policy, the record contains evidence of numerous instances in which union representatives *did* file grievances which expressly alleged violations of the non-discrimination clause, or alleged discrimination "because of . . . color" or "because of . . . race" or simply alleged "discrimination" in a context which shows that race discrimination was put at issue.[44] Similarly, the record shows that in several other instances, in which a grievance for a black employee did not expressly allege race discrimination, the Union, in processing the grievance, argued that the grievant had been discriminated against because of his race.[45]

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[44] For Grievances expressly based on Article XVIII, see U-442; P-814; for grievances alleging discrimination based on "color," or "race," see U-439; P-736; P-744; U-262; L-509. In U-263 the Union alleged "discriminati[on] against me by putting a white man in a job that I bid." In U-261, the grievance alleged discrimination, and in defending the grievance the Union stated "grievants are black employees and the Union questions whether this is the reason for requiring a test"; similarly, in U-264, the grievance alleged discrimination and the Union argued that "the Company should not discriminate against any black or female employees." In U-268 and U-57 the Union filed a grievance alleging "discrimination" and also filed civil rights complaints (each of which is part of U-245) expressly based on race.

In addition to these grievances, in P-739, P-740, U-634, U-276, and P-848 the Union claimed "discrimination" in grievances filed on behalf of black grievants, but the record does not otherwise indicate whether the reference was to racial discrimination.

[45] In U-266, a grievance of a black seeking to become a bricklayer, the Union, at the fourth step, made the "charge of discrimination" and requested information as to "the number of minority employees who are bricklayers." In P-957, a disciplinary grievance

119. In addition to filing discrimination grievances, the record establishes that the Union also presented numerous racial discrimination complaints on behalf of individual employees to the Civil Rights Committee.[46] . . . .

* * * *

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for a black, the Union, alleged that the Company was "discriminating against the grievant"; the company responded that "racism is not involved . . . since the grievant's foremen are both Negro and white." In David Dantzler's 1968 suspension, the Union charged discrimination (U-446, at 11), comparing the treatment Dantzler received to the treatment of two white employees (*id.* at 14-16). In Dantzler's most recent discharge proceeding, Union staff representative Santoro's handwritten version of his opening statement shows that he alleged that Dantzler was being discriminated against because of his race (U-519); Santoro confirmed making the charge (Tr. 24.145-147). For other instances of union representatives raising claims of racial discrimination, see Rice 7.35; Zitarelli 13.167-168; Brewer 29.159.

The instances listed above cannot be deemed to be exhaustive, given the absence of any subject-matter index to grievances (Pilotti 28.107; compare U-692, p. 2 with U-57).

[46] U-653 (Kenneth Young complaint); U-245 (Dixon, Butcher, Fields, Brickus complaints); U-654 and U-688 (Clark); U-435 and U-650 (Rice); U-489 (Goodman); P-947 and U-489 (Middleton); U-248 at 36-37, 39 (Allen), 36-41 (Robinson), 43-45, 47-48 (Peters-Dixon), 43, 45-48 (Washington), 54 (Cook), 57 (second Clark complaint).